

EXHIBIT 3.2

TEHACHAPI GROUNDWATER BASIN COURT JUDGMENT

Tehachapi Basin

FILED MARCH 22, 1971

RECORDED MARCH 23, 1971
Book 226
Page 55

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

TEHACHAPI-CUMMINGS COUNTY WATER
DISTRICT, a body corporate and
politic,

Plaintiff,

vs.

NO. 97210

JUDGMENT

CITY OF TEHACHAPI, a municipal corporation,
LEATTA M. ANDERSON, LESTER J. ANDERSON, FRANK
ARMSTRONG, PHYLLIS ARMSTRONG, ESTHER ASHE,
SAM ASHE, ASHTOWN WATER COMPANY, a corporation;
BAKERSFIELD PRODUCTION CREDIT ASSOCIATION, as
Trustee under deed of trust; BANK OF AMERICA,
as Trustee under deeds of trust; ALVERDA
BASSLER, GEORGE BASSLER, LEROY BASSLER,
MARGARET BASSLER, ALLENE E. BECKHAM, CLYDE
BECKHAM, CHRISTOPHER BREVIDORE, IDA BREVIDORE,
J. G. BISBEE, BOISE-CASCADE PROPERTIES OF
DELAWARE, INC., a corporation (formerly known
as Pacific Cascade Land Company), JOHN SPOOR
BROOME, HASKELL BRUMMETT, DWANA M. BRUMMETT,
BETTY JEAN BURGEIS, DONALD R. BURGEIS, KEITH
F. BURINGTON, PATRICIA M. BURINGTON, MORRIS
BURTON, VIRGINIA ELLEN BURTON, CLINTON A. BUSH,
EVELYN BUSH, CALIFORNIA PROPERTIES FUND,
CALIFORNIA RECONVEYANCE COMPANY, a corporation,
(successor in interest to Sierra Reconveyance
Company, a corporation), DON I. CARROLL,
GERTRUDE D. CARROLL, CUS CAZACUS; CHARLES
WEST RANCHES, INC., as trustee under deed of
trust; BEN CHATOFF, EDGAR G. CHRISTIE, JOHN
O. CHRISTOPHER, VIRGINIA E. CHRISTOPHER,
HENRY D. CHURCH, MAXINE CHURCH, LEWIS A.
COLVIN, NAN L. COLVIN; CONSOLIDATED ESCROW
COMPANY, as Trustee under deed of trust;
CORPORATION OF AMERICA, as Trustee under deeds
of trust; MAX THELEN, JR., WELLS FARGO BANK
and I. W. HELLMAN all as Co-Trustees of the
S. H. COWELL FOUNDATION; JOHN D. COYNE, CHARLES
DAVIS, MARGIE L. DAVIS, DEPARTMENT OF VETERANS
AFFAIRS OF THE STATE OF CALIFORNIA; ALEX
DEUTSCH, as Trustee for the GINA ELIZABETH

1 DEUTSCH Age 21 Trust; ALEX DEUTSCH, as Trustee)
for the KRISTINE LOOF DEUTSCH Age 21 Trust; RAY)
2 DICKINSON, ANNA L. DUGAN, PRESTON DUGAN, VERNE)
DUPONT, LEWIS M. DYE, SR.; EAST KERN ESCROW)
3 COMPANY, as Trustee under deeds of trust; NOLA)
ELLSWORTH, REX ELLSWORTH; EQUITABLE TRUST)
4 COMPANY, a corporation, as Trustee under deeds)
of trust; LANCE ESTES, MAUDE M. FARRAR, ALAN M.)
5 FIELDS, MARDELL S. FIELDS; FIRST AMERICAN TITLE)
COMPANY, a corporation, as Trustee under deed)
6 of trust; FIRST WESTERN BANK & TRUST COMPANY,)
ROSE B. FORD, W. J. FORD, DOROTHY FOSTER, LEWIS)
7 FOSTER, JULIA FOTIS, WILLIAM FOTIS, BILLIE J.)
FOWLER, EDMOND FOWLER, KENNETH FREDERICK, FRED-)
8 LITE BLOCKS, INC., a corporation, BETTY LOU)
FREEMAN, ROBERT B. FREEMAN, JR., EMIL FRIETAG,)
9 ESTHER M. FRIETAG, ALVIN GARY, WILMA J. GARY,)
LORENE GILREATH, SIDNEY GILREATH, DOMENICO)
10 GIRAUDO, KATHLEEN GOEBEL, LOUIS GOEBEL, GOLDEN)
HILLS COMMUNITY SERVICES DISTRICT, a body cor-)
11 porate and politic, GOLDEN OAKS, LTD., a limited)
partnership; BANK OF CALIFORNIA, as Trustee for)
12 GOLDEN OAKS, LTD., a limited partnership; FRANK)
GOODRICK, MONETA M. GOODRICK, JOHN GORDEAN,)
13 GRAND OAKS LAND COMPANY, a corporation, GRAND)
OAKS WATER COMPANY, a corporation, JAMES GREENE,)
14 HELEN GRIND, R. E. GRIND, J. C. HACKETT, HENRY)
B. HAND, FRED W. HARRIS, GOLDIE HARRIS, AVIS E.)
15 HAUN, THEODORE H. HAUN; GRANT D. SULLIVAN and)
MORTIMER J. SULLIVAN as Co-trustees under Will)
16 of PERCY J. HAYES; RUTH HEDBERG, W. C. HEDBERG,)
GRACE B. HEDGE, HAROLD HEDGE, ALICE HEMPHILL,)
17 HERB HEMPHILL; HERITAGE INVESTMENT CO., as)
Trustee under deed of trust; BEATRICE HERNANDEZ,)
18 F. G. HERNANDEZ, CHARLIE J. HONEYCUTT, KATHRYN)
HONEYCUTT, JACK C. IRIART; JACK R. IRIART, ap-)
19 appearing by and through his guardian ad litem JACK)
C. IRIART; JOAQUINA IRIART, RONALD IRIART, JACOB-)
20 SEN BROS. TURF FARMS, INC., a corporation, JACOB-)
SEN ORCHARDS, INC., a corporation, THOMAS JAMES;)
21 GERTRUDE T. HALL, COLIN HOUSTON, ARTHUR W. KIRK and)
RUTH W. WEST, as Co-trustees of the trust in the IDA)
22 MAY JAMESON ESTATE; BARBARA A. JOHNSON, EVA L. JOHN-)
SON, JOHN JOHNSON, WARREN D. JOHNSON, ELMER F. JURY,)
23 aka E. F. JURY, MADELINE A. JURY, EARL E. KARNER,)
EDITH KARNER, ROBERT W. KARPE, PHYLLIS J. KARPE,)
24 ALICE R. KEEL, SIMON KEEL; KERN COUNTY TITLE)
COMPANY, as Trustee under deeds of trust; GLEN)
25 KILLINGSWORTH, MILDRED KILLINGSWORTH, MARION)
KILLINGSWORTH, DORA KILLINGSWORTH, BESSIE)
26 KOUTROULIS, ERIC J. KRAGENBRINK, MARGARET)
KRAGENBRINK; LA CIENEGA ESCROW COMPANY, as)
27 Trustee under deed of trust; L. F. LAKE, LORETTA)
LAKE, BETTE LAMB, aka ELIZABETH LOUISE LAMB;)
28 ELIZABETH LOUISE LAMB as Executrix of the Estate)
of J. O. LAMB, deceased; LILLIAN LEES, SPENCER)
29 LEES, A. F. LEIVA, MARGARET LEIVA, IDONNA LEIVA,)
JOSEPH LEIVA, VERNE D. LOHMAN, CLAYTON LUCKNER,)
30 RENA LUCKNER, FLOSSIE M. LUTGE, HAROLD T. LUTGE,)
HELEN LUTGE, LYNCH-ESTES COMPANY, a corporation,)
31 BEVERLY MAHER, JAMES F. MAHER, DOROTHY MARBLE,)
HERB MARBLE, CLARA MARIGOLD, LEE MARIGOLD, ANITA)
32 F. MARTIN, C. L. MARTIN, METTLER & ARMSTRONG, a)

1 partnership, BYRON MERCHANT, CHARLES METZLER,)
MARGARET METZLER, MINARET INVESTMENTS, INC.,)
2 a corporation, MOJAVE PUBLIC UTILITY DISTRICT,)
a body corporate and politic, MONOLITH PORT-)
3 LAND CEMENT COMPANY, a corporation, MARY)
ALICE MONROE, ROBERT MONROE, MOTOR CENTER,)
4 a corporation, EARL MURRAY, EMALINE MUSSA,)
IRMA NORIEGA, JOSEPH F. NORIEGA, O. D. ODIN,)
5 RUTH M. ODIN, JEAN B. OHANNESON, JOHN G.)
OHANNESON, FRED S. OKEN, OKEN PROPERTIES,)
6 INC., PACIFIC PROPERTIES FUND, a limited)
partnership, FRED D. PATTERSON, LAVIECE)
7 PATTERSON, AGNES PEARSON, E. H. PEARSON,)
EDITH PETRIE, ROBERT PETRIE, EDNA C. PEY-)
8 TON, HUGH J. PEYTON, SUSAN PHILLIPS, PINE)
CANYON RANCHOS, a partnership, CHARLES)
9 POMEROY, BARBARA L. POMEROY, CHARLES)
POWELL, ELIZABETH POWELL, JOSEPH D.)
10 PRINTUP, ANNE REAVES, LAVONIA REEVES,)
WILLIAM REEVES, JOHN C. REAVES, JR.,)
11 ALICE KNOX REISWIG, R. JAMES REISWIG,)
VIRGINIA RICKETT, WILBUR RICKETT, JEFFERSON)
12 ROBBINS, LILLIAN ROBBINS, WILLIAM ROBINSON)
aka WILLIAM ROBISON, IMOGENE ROBINSON aka)
13 IMOGENE ROBISON, ALBERT ROSEN; ALBERT ROSEN,)
Trustee for the ALBERT ROSEN and RITA ROSEN)
14 TRUST No. 1, for MARTIN E. ROSEN, Trust of)
September 2, 1964; ALBERT ROSEN, Trustee)
15 for the ALBERT ROSEN and RITA ROSEN TRUST)
No. 2, for BRUCE E. ROSEN, Trust of Sep-)
16 tember 2, 1964; ALBERT ROSEN, Trustee for)
the ALBERT ROSEN and RITA ROSEN TRUST No.)
17 3, for SHEILA I. ROSEN, Trust of September)
2, 1964; RITA ROSEN, FRANK RUFF, RUTH)
18 RUFF, MELVIN RUFF, FRANCES RUFF, S. A.)
CAMP GINNING COMPANY, as Trustee under)
19 deed of trust, SVH INVESTMENTS, a cor-)
poration, SAND CANYON PROPERTIES, a part-)
20 nership, ELVIN SANDERS, JUANITA SANDERS,)
HAROLD SCHLOTTHAUER, MADGE Q. SCHLOTTHAUER,)
21 ALBERT SCHMIDT, ETHEL E. SCHMIDT, ERNEST)
SCHNAIDT, HAROLD SCHNAIDT, SCHULTZ ENTER-)
22 PRISES, a corporation, ROBERT SCHULTZ,)
LEON SCHWARTZ; LEON SCHWARTZ, Trustee)
23 for the LEON SCHWARTZ TRUST No. 1; LEON)
SCHWARTZ, Trustee for the LEON SCHWARTZ)
24 TRUST No. 2; CHESTER SCOTT, NOREEN SCOTT,)
FRED SEAMEN; SECURITY FIRST NATIONAL BANK)
25 & TRUST COMPANY, as Trustee under deed of)
Trust; SECURITY TITLE COMPANY, as Trustee)
26 under deeds of trust; ALICE CAZACUS)
SEEGER, SHASTA LANDS, a joint venture,)
27 WILLIAM SHERMAN, ALLAN W. SMALL, WINI-)
FRED SMALL, DESSIE SMITH, EVELYN SMITH,)
28 SOUTHERN PACIFIC TRANSPORTATION COMPANY)
(formerly Southern Pacific Railroad Com-)
29 pany), a corporation, SPENCER CALIFORNIA,)
a corporation, VAUGHN SQUIRES, VIVIAN)
30 SQUIRES, DANIEL C. STEELMAN, PAULETTE C.)
STEELMAN, DANIEL J. STERNAD, EDNA E.)
31 STERNAD, DARRELL STEVENS, LOUISE E.)
STEVENS, GIDEON STREYLE, MARIE STREYLE,)
32 SUBSTANTIAL ESCROW COMPANY, a corporation,)

1 COZETTE SULLIVAN, GRANT SULLIVAN,)
MORTIMER SULLIVAN, SUSAN SULLIVAN,)
2 SUMMIT LIME COMPANY, a corporation,)
G. M. SUMMY, NITA SUMMY, ANN B. SYDNOR,)
3 aka ANN B. SNYDER, WILLIAM D. SYDNOR,)
aka WILLIAM D. SNYDER, TECHNOLOGY)
4 DEVELOPMENT, INC., a corporation,)
TEHACHAPI LUMBER COMPANY, a corpora-)
5 tion, TEHACHAPI MOUNTAIN LAND AND)
ORCHARD CO., a corporation, TEHACHAPI)
6 ORCHARDS, INC., a corporation, TEHA-)
CHAPI PUBLIC CEMETERY DISTRICT, a)
7 political subdivision, TEHACHAPI)
UNIFIED SCHOOL DISTRICT, MANUEL)
8 TERRAZAS, MARIA TERRAZAS; TITLE)
INSURANCE & TRUST COMPANY, as Trustee)
9 under deeds of trust; EDWARD L. TOMPKINS)
HELEN TOMPKINS; TRANSAMERICA TITLE)
10 COMPANY, as Trustee under deeds of)
trust; ENDELVA TROY, VINCENT J. TROY,)
11 TUMBLIN COMPANY, a partnership, MALI)
TUMBLIN aka AMELIA TUMBLIN, C. R.)
12 TUMBLIN; UNITED CALIFORNIA BANK, as)
Trustee under deed of trust; RICHARD)
13 VAN BURKLEE, DICK VANDER MAYDEN, OPAL)
L. VANDER MAYDEN, MURIEL VAN MATRE,)
14 V. A. VAN MATRE, EDWIN J. VAN ZANDT,)
JENNIE B. VAN ZANDT, BARBARA G. VON)
15 PLATEN, W. G. VON PLATEN, JEWELL)
VUKICH, PETE VUKICH, JEROME WARNER,)
16 LAURA WARNER, WASCO DEVELOPMENT COM-)
PANY, a partnership, NORMAN WEINTRAUB,)
17 EMMA WELDEN aka ERMA WELDEN, HOWARD)
WELDEN, WEST TEHACHAPI MUTUAL WATER)
18 COMPANY, a corporation, M. R. WHITE,)
MILDRED WHITE, WHITE OAK KNOLLS WATER)
19 CORPORATION, a corporation, HARRY)
WEITSMA, EDWARD M. WIGGINS, MARY)
20 ELLEN WIGGINS, ALEX WILLIAMSON, DANIEL)
WILLIAMSON, THOMAS WILLIAMSON, ASA Z.)
21 WILSON, ESTHER M. WILSON, LORA M.)
WOODS, ELLIOTT S. WYMAN, ROSALIE J.)
22 WYMAN, LOUISE YEAGER aka LOUISE MON-)
TOTH, ILLA YRIBARREN, LOUIS YRIBARREN,)
23 ALBERT ZDENEK, MARILEE ZDENEK.)
24)

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1 The above entitled action duly and regularly came on
2 for trial on November 23, 1970 at 9:30 o'clock A.M. in Department
3 6 of the above entitled court, before the Honorable Jay R.
4 Ballantyne, Judge specially assigned, having been duly transferred
5 thereto from Department 1 of said Court the matter having trailed
6 therein from the date originally assigned for trial namely
7 November 16, 1970. Plaintiff was represented through its attorneys
8 Martin E. Whelan, Jr., Inc. and Martin E. Whelan, Jr.. Certain of
9 the defendants were represented through their respective attorneys
10 as shown on the daily records prepared by the Clerk. The defaults
11 of all defendants who did not enter appearances in the action had
12 theretofore been entered. Notice of trial was theretofore
13 properly and timely given. Evidence oral and documentary was
14 received on November 23, 24, 25, 30 and December 1, 1970 and the
15 trial concluded and the matter submitted on December 2, 1970.

16 In connection with the following Judgment, the follow-
17 ing terms, words, phrases and clauses are used by the Court with
18 the following meanings:

19 "Artificial Replenishment" is the replenishment of a
20 basin achieved through the spreading of imported water which per-
21 colates into said basin.

22 "Base Water Right" is the highest continuous extractions
23 of water by a party from Tehachapi Basin for a beneficial use in
24 any period of five consecutive years after the commencement of
25 overdraft in Tehachapi Basin as to which there has been no cessa-
26 tion of use by that party during any subsequent period of five
27 consecutive years, both prior to the commencement of this action.
28 As employed in the above definition, the words "extractions of
29 water by a party" and "cessation of use by that party" include
30 such extractions and cessations by any predecessor or predecessors
31 in interest.

32 "Calendar Year" is the twelve month period commencing

1 January 1 of each year and ending December 31 of each year.

2 "Extraction", "Extractions", "Extracting", "Extracted",
3 and other variations of the same noun and verb, mean pumping,
4 taking or withdrawing ground water by any manner or means whatso-
5 ever from Tehachapi Basin.

6 "Imported Water" means water which may be brought into
7 Tehachapi Basin Area from a nontributary source by the Plaintiff
8 DISTRICT.

9 "Natural Replenishment" means and includes all processes
10 other than "Artificial Replenishment" by which water may become a
11 part of the ground water supply of Tehachapi Basin, including
12 return from applied waters.

13 "Natural Safe Yield" is the maximum quantity of ground
14 water, not in excess of the long term average annual Natural Re-
15 plenishment, which may be extracted annually from Tehachapi Basin
16 without eventual depletion thereof or without otherwise causing
17 eventual permanent damage to Tehachapi Basin as a source of ground
18 water for beneficial use, said maximum quantity being determined
19 without reference to such Artificial Replenishment of Tehachapi
20 Basin as might be accomplished from time to time.

21 "Overdraft" is that condition of a ground water basin
22 resulting from extractions in any given annual period or periods
23 in excess of the long term average annual Natural Replenishment,
24 or in excess of that lesser quantity which may be extracted
25 annually without otherwise causing eventual permanent damage
26 to the basin.

27 "Party" means a party to this action. Whenever the term
28 "party" is used in connection with a quantitative water right,
29 or any quantitative right, privilege or obligation, it shall
30 be deemed to refer collectively to those parties to whom are
31 attributed a Base Water Right in Appendix "6" to the Findings
32 of Fact and Conclusions of law.

1 "Person" or "persons" includes individuals, partner-
2 ships, associations, governmental agencies and corporations,
3 and any and all types of entities.

4 "Sand Canyon Area" is that portion of Tehachapi Area
5 not within Tehachapi Basin Area.

6 "Surface Diversion" is a diversion of waters flowing
7 on the surface within Tehachapi Basin Watershed (including Teha-
8 chapi Basin Area) which diversion is made principally for use
9 of the water or storage for future use, and not primarily
10 for some other purpose, e.g., flood control, drainage. "Use"
11 includes impounding of water for aesthetic or recreational
12 purposes. Notwithstanding the above, nothing in this definition
13 or document contained shall be deemed to contain within "surface
14 diversion" any diversion of surface waters for riparian uses
15 on riparian lands.

16 "Tehachapi Area" consists of the territory within the
17 exterior boundaries set forth in Appendix "1" to this Judgment,
18 made a part hereof by reference.

19 "Tehachapi Basin" is that certain ground water basin
20 underlying "Tehachapi Basin Area".

21 "Tehachapi Basin Area" consists of the territory within
22 the boundaries set forth in Appendix "2" to this Judgment, made
23 a part hereof by reference.

24 "Tehachapi Basin Watershed" is that territory constitut-
25 ing the watershed of Tehachapi Basin and is that territory within
26 the boundaries set forth in Appendix "3" to this Judgment, made
27 a part hereof by reference.

28 "Water" includes only non-saline water, which is that
29 having less than 1,000 parts of chlorides to 1,000,000 parts of
30 water.

31 "Water Year" is the twelve month period commencing
32 October 1 of each year and ending September 30 of the following

1 year.

2 In those instances where any of the above defined words,
3 terms, phrases or clauses are utilized in the definition of any
4 of the other above defined words, terms, phrases and clauses,
5 such use is with the same meaning as is above set forth.

6 The Court having made its Findings of Fact and Conclu-
7 sions of Law herein:

8 NOW, THEREFORE, IT IS ORDERED, DECLARED, ADJUDGED
9 AND DECREED AS FOLLOWS:

10 1. Declaration and Determination of Water Rights
11 of Parties*

12 Each party whose name is hereinafter set forth in
13 the tabulation at the end of paragraph 1 of this Judgment and
14 after whose name there appears under the column "Base Water
15 Right" a figure, is the owner of and has the right annually to
16 extract ground water from Tehachapi Basin for beneficial use in
17 the quantity in acre-feet so set forth after that party's name
18 under said column "Base Water Right". Wherever in that tabulation
19 there appears the name of a party in parenthesis after the name
20 of another party, the first such party has an interest in the
21 Base Water Right of the other party of the nature, if any, listed
22 within said parenthesis. All of the rights listed thereon are of
23 the same legal force and effect and are without priority with
24 reference to each other, except as otherwise specifically pro-
25 vided. They are subject in any event to (i) subsequent cur-
26 tailment in the exercise of the continuing jurisdiction of the
27 court hereinafter provided, and (ii) all of the other provisions
28 of this Judgment hereinafter provided. No party to this action
29 is the owner of any right to extract ground water from Tehachapi

30 -----

31 *Headings in this Judgment are for purposes of reference and the
32 language of said headings do not constitute, other than for such
purpose, a portion of this Judgment.

1 Basin, except as set forth in the tabulation following this para-
2 graph 1 of this Judgment, except insofar as any such party may be
3 the tenant of any other party, have an interest under a Deed of
4 Trust, or establish rights as a transferee, and except as provided
5 following the tabulation of rights hereafter. Except as here-
6 inafter otherwise provided, no party to this action has any right
7 to export outside of Tehachapi Basin Area any ground water extract-
8 ed from that basin. Except to the extent of any surface diver-
9 sions which were being made within the water year preceding
10 commencement of this action within the Tehachapi Basin Watershed,
11 no party to this action has the right to divert surface waters
12 within the Tehachapi Basin Watershed. To the extent of its Base
13 Water Right set forth in the following tabulation and subject to
14 subsequent curtailment in the exercise of the continuing juris-
15 diction of the court and other provisions of this Judgment,
16 defendant Southern Pacific Transportation Company (formerly South-
17 ern Pacific Railroad Company) has the right to export ground
18 water extracted from Tehachapi Basin. It is presently unnecessary
19 to determine whether said right to export is or is not limited to
20 exports to any area or areas. Defendant Golden Hills Community
21 Services District has a right to export ground water extracted
22 from Tehachapi Basin, subject to the following limitations as to
23 quantity and area of export. The quantity limitation is the sum
24 in any water year of (i) the amount of water which it pumps in any
25 such year pursuant to the salvage provision hereinafter set forth
26 plus, (ii) the amount of imported water which it uses or sells
27 for use within Tehachapi Basin Area in such year, but not in
28 excess of its Base Water Right as the said Base Water Right may
29 be curtailed in the exercise of the continuing jurisdiction of
30 the court, and subject to other provisions of this Judgment.
31 The area to which Golden Hills Community Services District may
32 so export is that part of said District outside of Tehachapi Basin

1 Area as of December 31, 1969, consisting of a portion of the
 2 South Half of Section 6 and portions of Section 7, both in Town-
 3 ship 32 South, Range 33 East, M.D.B.M. Except to the extent of
 4 surface diversions of water within the Tehachapi Basin Watershed
 5 having been made as of commencement of this action, no party to
 6 this action has any right to divert surface waters within Teha-
 7 chapi Basin Watershed.

8

9

10 PARTY

Base Water Right
 (Acre-feet per year)

11

12 Frank Armstrong, Phyllis Armstrong 177
 (Mettler & Armstrong, a partnership, tenant)

13

14 Ashtown Water Company, a corporation 42

15 Leroy Bassler and Margaret Bassler 4

16 J. G. Bisbee 701

17 Christopher C. Brevidore and Ida Brevidore 43

18 Donald R. Burgeis and Betty Jean Burgeis* 24
 (Department of Veterans Affairs of the State
 19 of California as holder of legal title under
 Cal Vet loan)

20

21 John O. Christopher and Virginia E. Christopher 27
 Harold Schlotthauer and Madge Q. Schlotthauer

22

23 Lewis M. Dye, Sr.* 3

24 Alan M. Fields, Mardell S. Fields, Norman 77
 Weintraub, Albert Zdenek and Marilee Zdenek

25

26 Sidney Gilreath and Lorene Gilreath 3

27 Domenicio Giraudo, aka Domenicio Giraudo* 3

28 Golden Hills Community Services District,** 159
 a body corporate and politic

29

30 Frank Goodrick and Moneta M. Goodrick 19

31 ~~Grand Oaks Land Company, a corporation,~~ 6

Grand Oaks Water Company, a corporation

32 Henry B. Hand 40

* See listing also under "Party-Domestic Wells"

** In addition to salvage provision

| | | |
|----|---|-------|
| 1 | Edwin J. Van Zandt and Jennie B. Van Zandt | 26 |
| 2 | (successors in interest to Ewald Handel and Ethel M. Handel) | |
| 3 | F. G. Hernandez, aka Frank G. Hernandez, and Beatrice Hernandez | 4 |
| 4 | | |
| 5 | Joaquina Iriart for life, then to Jack Iriart | 335 |
| 6 | (to be distinguished from Jack R. Iriart) as to remainder | |
| 7 | Jacobsen Bros. Turf Farms, Inc., a corporation, former name Jacobsen Bros., Inc. | 579 |
| 8 | | |
| 9 | Jacobsen Orchards, Inc., a corporation | 266 |
| 10 | Elmer J. Jury, aka E. F. Jury, and Madeline A. Jury | 47 |
| 11 | | |
| 12 | Robert W. Karpe and Phyllis J. Karpe* | 3 |
| 13 | Simon Keel and Alice Keel | 3 |
| 14 | A. F. Leiva and Margaret Leiva* | 3 |
| 15 | Allan W. Small and Winifred Small (successors in interest to Wallace K. Love and Gloria D. Love) | 3 |
| 16 | | |
| 17 | Harold T. Lutge and Helen Lutge (successors in interest to Bette Lamb, aka Elizabeth Louise Lamb as Executrix of Estate of J. O. Lamb, deceased) | 3 |
| 18 | | |
| 19 | | |
| 20 | White Oak Knolls Water Corporation, a corporation | 3 |
| 21 | Mojave Public Utility District | 75 |
| 22 | Monolith Portland Cement Company, a corporation | 1,487 |
| 23 | Robert Monroe and Mary Alice Monroe | 60 |
| 24 | Joseph F. Noriega and Irma Noriega | 451 |
| 25 | (successors in interest to Manley H. Reitz and Janet Reitz) | |
| 26 | Fred D. Patterson and Laviece Patterson | 188 |
| 27 | E. H. Pearson | 20 |
| 28 | Susan Phillips | 7 |
| 29 | Anne Reaves, John C. Reaves, Jr., Virginia Rickett, Wilbur Rickett, C. R. Tumblin, Mali Tumblin, aka Amelia Tumblin, Tumblin Company, a partnership | 288 |
| 30 | | |
| 31 | | |
| 32 | Melvin Ruff and Frances Ruff* | 4 |

* See listing also under "Party-Domestic Wells"

| | | |
|----|--|-----|
| 1 | Tehachapi Orchards, Inc., a corporation (successor in interest to Ernest Schnaidt) | 625 |
| 2 | | |
| 3 | Evelyn Smith | 36 |
| 4 | Southern Pacific Transportation Company (formerly Southern Pacific Railroad Co.), | 98 |
| 5 | a corporation | |
| 6 | Vaughn Squires and Vivian Squires | 13 |
| 7 | Darrell Stevens and Louise E. Stevens | 19 |
| 8 | Grant Sullivan and Cozette Sullivan, Mortimer Sullivan and Susan Sullivan | 535 |
| 9 | | |
| 10 | Grant D. Sullivan and Mortimer J. Sullivan as Co-trustees under the Will of Percy J. | 355 |
| 11 | Hayes, and Gertrude D. Carroll (successors in interest to Kiethley-McPherrin, Inc.) | |
| 12 | | |
| 13 | G. M. Summy and Nita Summy | 9 |
| 14 | City of Tehachapi, a municipal corporation | 753 |
| 15 | Tehachapi Public Cemetery District, a political subdivision | 11 |
| 16 | | |
| 17 | Tehachapi Unified School District | 30 |
| 18 | Max Thelen, Jr., Wells Fargo Bank and I. W. Hellman all as Co-trustees of the S. H. | 340 |
| 19 | Cowell Foundation | |
| 20 | West Tehachapi Mutual Water Company, a corporation | 3 |
| 21 | M. R. White and Mildred White* | 4 |
| 22 | Harry Wietsma | 3 |
| 23 | Louise Yeager | 3 |
| 24 | <u>PARTY DOMESTIC WELLS</u> | |
| 25 | Lester J. Anderson and Leatta M. Anderson | 3 |
| 26 | Sam Ashe and Esther Ashe | 3 |
| 27 | Alverda Bassler and George Bassler | 3 |
| 28 | Endelva Troy and Vincent J. Troy (successors in interest to Vance Brite and Hattie Brite) | 3 |
| 29 | | |
| 30 | John Spoor Broome | 3 |
| 31 | Haskell Brummett and Dwana M. Brummett | 3 |
| 32 | Morris Burton and Virginia Ellen Burton | 3 |

* See listing also under "Party-Domestic Wells"

| | | |
|----|--|---|
| 1 | Gertrude D. Carroll | 3 |
| 2 | Alice Cazacus Seeger | 3 |
| 3 | Henry D. Church, Maxine Church, Edmond | 3 |
| 4 | Fowler, Billie J. Fowler, Glen Killings- | |
| 5 | worth and Mildred Killingsworth, Marion | |
| 6 | Killingsworth and Dora Killingsworth | |
| 7 | Lewis A. Colvin and Nan L. Colvin | 3 |
| 8 | Lewis M. Dye, Sr. | 3 |
| 9 | W. J. Ford and Rose B. Ford | 3 |
| 10 | Lewis Foster and Dorothy Foster | 3 |
| 11 | Fred-Lite Blocks, Inc., a corporation | 3 |
| 12 | Kenneth Frederick | 3 |
| 13 | Robert B. Freeman, Jr. and Betty Lou Freeman | 3 |
| 14 | Alvin Gary and Wilma J. Gary | 3 |
| 15 | Domencio Giraudo aka Domenico Giraudo | 3 |
| 16 | Louis Goebel and Kathleen Goebel | 3 |
| 17 | R. E. Grind and Helen Grind | 3 |
| 18 | Theodore H. Haun and Avis E. Haun | 3 |
| 19 | W. C. Hedberg and Ruth Hedberg | 3 |
| 20 | Harold Hedge and Grace B. Hedge | 3 |
| 21 | Herb Hemphil and Alice Hemphil, aka Herb | 3 |
| 22 | Hemphill and Alice Hemphill | |
| 23 | Charlie J. Honeycutt and Kathryn Honeycutt | 3 |
| 24 | Leroy Bassler and Margaret Bassler | 3 |
| 25 | John Johnson and Eva L. Johnson | 3 |
| 26 | Robert W. Karpe and Phyllis J. Karpe | 3 |
| 27 | Beverly Maher and James F. Maher (successors | 3 |
| 28 | in interest to Carl Ledyard and Christine M. | |
| 29 | Ledyard) | |
| 30 | A. F. Leiva and Margaret Leiva | 3 |
| 31 | Herb Marble and Dorothy Marble (Department | 3 |
| 32 | of Veterans Affairs of the State of Cali- | |
| | fornia as holder of legal title under Cal | |
| | Vet Loan, First Western Bank and Trust Co., | |
| | assignee of rentals) | |
| | Lee Marigold and Clara Marigold | 3 |

| | | |
|----|---|---|
| 1 | Charles Metzler and Margaret Metzler | 3 |
| 2 | Motor Center, a corporation | 3 |
| 3 | O. D. Odin and Ruth M. Odin | 3 |
| 4 | Charles Powell and Elizabeth Powell | 3 |
| 5 | Joseph D. Printup | 3 |
| 6 | William Reeves and Lavonia Reeves | 3 |
| 7 | R. James Reiswig and Alice Knox Reiswig | 3 |
| 8 | William Robinson and Imogene Robinson | 3 |
| 9 | Melvin Ruff and Frances Ruff | 3 |
| 10 | Frank Ruff and Ruth Ruff | 3 |
| 11 | Elvin Sanders and Juanita Sanders | 3 |
| 12 | Albert Schmidt and Ethel E. Schmidt | 3 |
| 13 | Chester Scott and Noreen Scott | 3 |
| 14 | Dessie Smith | 3 |
| 15 | Daniel J. Sternad and Edna E. Sternad | 3 |
| 16 | Gideon Streyle and Marie Streyle | 3 |
| 17 | William D. Sydnor aka William D. Snyder | 3 |
| 18 | and Ann B. Sydnor aka Ann B. Snyder | |
| 19 | Tehachapi Unified School District | 3 |
| 20 | Richard Van Burkle | 3 |
| 21 | Dick Vander Mayden and Opal L. Vander Mayden | 3 |
| 22 | Pete Vukich and Jewell Vukich | 3 |
| 23 | Jerome Warner and Laura Warner | 3 |
| 24 | Howard Welden and Emma Welden aka Erma Welden | 3 |
| 25 | M. R. White and Mildred White | 3 |
| 26 | Edward M. Wiggins and Mary Ellen Wiggins | 3 |
| 27 | Lora M. Woods | 3 |

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1 Defendant Golden Hills Community Services District may
2 pump such quantities of water as it is able to obtain in addition
3 to any other rights in this Judgment from that area within Teha-
4 chapi Basin Area lying east of the crossing of the Range Line
5 between Range 32 East and Range 33 East, in the Canyon of Brite
6 Creek, which portion of said Canyon is generally described in
7 Appendix "4" hereto ("salvage provision" hereinafter), subject
8 to modification of this provision as hereinafter provided for.

9 Notwithstanding the foregoing, the Base Water Right of
10 Mojave Public Utility District is subject to the following pro-
11 visions:

12 (A) Pumping pursuant to said Base Water Right may be
13 used only on property in that portion of Mojave Public Utility
14 District, as presently constituted, within Tehachapi Basin Area
15 consisting of that portion of the Southeast Quarter of Section
16 28, Township 32 South, Range 34 East within Tehachapi Basin Area
17 ("Mojave's said present area within Tehachapi Basin Area" some-
18 times hereinafter).

19 (B) There shall be no sale or lease by Mojave Public
20 Utility District of said Base Water Right, including through
21 any exchange pool provisions later adopted, except as may be
22 agreed upon between the Watermaster and Mojave Public Utility
23 District, subject to all remedies by appeal to the Court which
24 any party may have from a decision of the Watermaster, and in
25 no event without the approval of the Plaintiff.

26 Defendant Mojave Public Utility District has waived any
27 future claim of surplus in the Tehachapi Basin and may not in
28 the future make any claim thereof.

29 Nothing contained in this Judgment shall prevent Plaintiff
30 and Mojave Public Utility District from exchanging water, pur-
31 suant to agreement, upon determination by the Watermaster that
32 such will not adversely affect any other party, which determination

1 shall be subject to Court review upon appeal therefrom.

2 Defendant Mojave Public Utility District retains what-
3 ever its statutory jurisdiction is to control its use of water
4 within Mojave's said present area within Tehachapi Basin Area,
5 subject to the provisions of this Judgment.

6 2. Parties Enjoined as to Surface Diversions, Exports and
7 Other Matters.

8 Except as provided or recognized in paragraph 1 above,
9 of this Judgment, each party (other than the Department of
10 Veterans Affairs of the State of California) and the officials,
11 agents and employees from time to time of said Department are
12 enjoined and restrained from hereafter exporting outside of the
13 area of Tehachapi Basin Area any ground water extracted from
14 Tehachapi Basin and from exporting outside Tehachapi Basin
15 Watershed any surface waters diverted from within Tehachapi
16 Basin Watershed and each of said parties and persons is en-
17 joined and restrained from hereafter making any diversions of
18 surface waters within Tehachapi Basin Watershed, except to the
19 extent of diversions having been made by that party as of the
20 water year prior to the commencement of this action. Defendant
21 Mojave Public Utility District is enjoined and restrained from
22 exercising its Base Water Right contrary to the provisions
23 set forth in subparagraphs A and B above, of paragraph 1 of this
24 Judgment.

25 The parties are enjoined and restrained from transport-
26 ing water pumped from the underground within Mojave's said
27 present area within Tehachapi Basin Area to another portion of
28 said Tehachapi Basin Area without consent of Mojave Public
29 Utility District.

30 3. Court Retains Continuing Jurisdiction/Physical Solution.

31 The Court retains continuing jurisdiction for all
32 purposes including but not limited to: the imposition of a

1 physical solution in the Tehachapi Basin, including a restric-
2 tion on ground water pumping to quantities which will not exceed
3 the safe yield of Tehachapi Basin, to-wit, 5,500 acre-feet; en-
4 joining extractions of ground water from Tehachapi Basin except
5 to the extent of the parties' rights proportional to the safe
6 yield of Tehachapi Basin from time to time and except as may be
7 provided under the physical solution adopted pursuant to said
8 continuing jurisdiction; and determining any and all other
9 matters which might become material under this Judgment. In-
10 cluded in the foregoing is the power of the Court to determine
11 whether the Sand Canyon Area is or is not a basin or sub-basin
12 and if the same is a basin or sub-basin the rights of those
13 pumping ground water from said area, and the rights as between
14 the Sand Canyon Area and Tehachapi Basin if and when any further
15 determinations are required. Included in the foregoing is the
16 power of the Court to modify the salvage provision contained
17 in this Judgment if and to the extent necessary (including
18 elimination or suspension) so that the exercise thereof does
19 not adversely affect the water supply or the pumping rights of
20 other parties in the remainder of the Tehachapi Basin. Not-
21 withstanding anything above, the Base Water Right of Mojave
22 Public Utility District shall not be restricted in its exer-
23 cise to a quantity less than 50 acre-feet per annum. Upon ap-
24 pointment of a Watermaster under this Judgment, Defendant Mojave
25 Public Utility District shall be required to: (a) install water
26 meters directly measuring water production on all wells at its
27 expense and make periodic reports under the Watermaster Rules
28 to the Watermaster, and (b) engage in joint calibration and
29 other meter and well tests and measurements with the Watermaster
30 at reasonable times and upon reasonable notice from the Water-
31 master so that both may be represented in any tests and measure-
32 ments.

1 4. Inter se Adjudication.

2 The provisions of this Judgment constitute an inter se
3 adjudication with respect to the rights of the parties.

4 5. Rights of Plaintiff District.

5 Plaintiff DISTRICT is an interested party in all matters
6 subject to the continuing jurisdiction of this Court. Nothing
7 in this Judgment contained shall constitute a determination or
8 adjudication which will foreclose the Plaintiff DISTRICT from
9 exercising such rights, powers and prerogatives as it may now
10 have or may hereafter have by reason of provisions of law. Ex-
11 cept as Mojave Public Utility District has no future right in
12 any surplus in Tehachapi Basin, nothing in this Judgment con-
13 tained shall be deemed a determination whether the Plaintiff or
14 any other party will or will not have any rights in any return
15 flow from water subsequently imported, which matter shall be
16 within the continuing jurisdiction of the Court.

17 6. New Pumpers.

18 Persons who may later be found to, or commence, pump-
19 ing within Tehachapi Basin may be added to this Judgment upon
20 such stipulation as may be approved by the Court upon prior
21 ten (10) days written notice of the date of hearing to the
22 parties.

23 7. Transfer of Rights - Domestic Wells.

24 With regard to those parties listed in paragraph 1
25 under the tabulation of water rights as having a domestic well
26 and three (3) acre-feet of Base Water Right with respect thereto,
27 said Base Water Right shall be transferable only in connection
28 with a transfer of the property on which the right was developed.

29 8. No Effect on Other Actions.

30 None of the provisions of Findings of Fact, Conclusions
31 of Law or this Judgment insofar as they concern the relationship
32 hydrologically, geologically or otherwise of Tehachapi Basin and

1 the underground of Sand Canyon Area shall have any effect as
2 collateral estoppel or res adjudicata in any other action now
3 pending or heretofore concluded between Defendants Monolith
4 Portland Cement Company and Mojave Public Utility District.

5 9. Judgment Binding on Successors.

6 This Judgment and the provisions hereof are all appli-
7 cable to and binding upon not only the parties hereto, but as
8 well upon their respective heirs, executors, administrators,
9 successors, assigns, lessees, licensees and to the agents,
10 employees and attorneys in fact of any such persons having
11 actual or constructive notice of said Judgment or of this action
12 from the date of its filing. The injunctive provisions herein
13 contained run equally against all such persons.

14 10. Costs.

15 No party shall recover its costs herein as against any
16 other party.

17 The Clerk shall enter this Judgment forthwith.

18 DATED: MAR 19 1971, 1971.

19
20 JAY R. BALLANTYNE
21 Judge of the Superior Court
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TEHACHAPI AREA

That territory described in Appendix 3 and in addition thereto the following described territory:

All those portions of T. 31 S., R. 34 E., and T. 32 S., R. 34 E., M.D.M., Kern County, California, bounded as follows:

Beginning at the $S\frac{1}{4}$ corner of Section 34, T. 32 S., R. 34 E., M.D.M.;

thence Easterly to the SE corner of said Section 34;

thence Northerly to the SE corner of Section 27, T. 32 S., R. 34 E., M.D.M.;

thence Westerly to the SW corner of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section 27;

thence Northerly to the NW corner of said $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 27;

thence Westerly to the SW corner of the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section 27;

thence Northerly to the center $\frac{1}{4}$ corner of said Section 27;

thence Easterly to the East $\frac{1}{4}$ corner of said Section 27;

thence Northerly to the SE corner of Section 22, T. 32 S., R. 34 E., M.D.M.;

thence Westerly to the SW corner of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section 22;

thence Northerly to the NW corner of said $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 22;

thence Easterly to the NW corner of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 23, T. 32 S., R. 34 E., M.D.M.;

thence Easterly to the NE corner of said $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 23;

thence Northerly to the SE corner of the $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of said Section 23;

thence Westerly to the SW corner of said $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 23;

thence Northerly to the SW corner of the $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 14,
 T. 32 S., R. 34 E., M.D.M.;
 thence Northerly to the NW corner of said $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 14;
 thence Easterly to the SW corner of the $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section
 14;
 thence Northerly to the NW corner of said $NE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 14;
 thence Easterly to the East $\frac{1}{4}$ corner of said Section 14;
 thence Northerly to the SE corner of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of said
 Section 14;
 thence Westerly to the SW corner of said $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 14;
 thence Northerly to the NW corner of said $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 14;
 thence Westerly to the $S\frac{1}{4}$ corner of Section 11, T. 32 S., R. 34 E.,
 M.D.M.;
 thence Northerly to the center $\frac{1}{4}$ corner of said Section 11;
 thence Easterly to the East $\frac{1}{4}$ corner of said Section 11;
 thence Northerly to the NW corner of said Section 11;
 thence Northerly to the West $\frac{1}{4}$ corner of Section 1, T. 32 S., R. 34 E.,
 M.D.M.;
 thence Easterly to the SE corner of the West $\frac{1}{2}$ of the $NW\frac{1}{4}$ of said
 Section 1;
 thence Northerly to the NE corner of said West $\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 1;
 thence Westerly to the SW corner of Section 36, T. 31 S., R. 34 E.,
 M.D.M.;
 thence Northerly to the NW corner of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of said
 Section 36;
 thence Easterly to the NE corner of said $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 36;
 thence Northerly to the NE corner of the West $\frac{1}{2}$ of the $NW\frac{1}{4}$ of said
 Section 36;

thence Westerly to the NW corner of said Section 36;
thence Westerly to the NW corner of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of
Section 35, T. 31 S., R. 34 E., M.D.M.;
thence Southerly to the SW corner of said East $\frac{1}{2}$ of the East $\frac{1}{2}$
of Section 35;
thence Westerly to the NW corner of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of
Section 2, T. 32 S., R. 34 E., M.D.M.;
thence Southerly to the SW corner of said East $\frac{1}{2}$ of the East $\frac{1}{2}$ of
Section 2;
thence Westerly to the North $\frac{1}{4}$ corner of Section 11, T. 32 S.,
R. 34 E., M.D.M.;
thence Southerly to the NE corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said
Section 11;
thence Westerly to the NW corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11;
thence Southerly to the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said
Section 11;
thence Westerly to the NW corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11;
thence Westerly to the NW corner of the South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section
10, T. 32 S., R. 34 E., M.D.M.;
thence Northerly to the North $\frac{1}{4}$ corner of said Section 10;
thence Westerly to the SE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section
3, T. 32 S., R. 34 E., M.D.M.;
thence Northerly to the NE corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3;
thence Westerly to the NW corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3;
thence Westerly to the NW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4,
T. 32 S., R. 34 E., M.D.M.;
thence Northerly to the SE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said
Section 4;

thence Westerly to the SW corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4;
thence Northerly to the North $\frac{1}{4}$ corner of said Section 4;
thence Westerly to the SW corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section
33, T. 31 S., R. 34 E., M.D.M.;
thence Northerly to the NW corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33;
thence Easterly to the NE corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33;
thence Northerly to the SW corner of the North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said
Section 33;
thence Easterly to the SE corner of said North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 33;
thence Northerly to the NE corner of said Section 33;
thence Easterly to the South $\frac{1}{4}$ corner of Section 27, T. 31 S., R. 34 E.,
M.D.M.;
thence Northerly to the NE corner of the South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said
Section 27;
thence Westerly to the NW corner of said South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 27;
thence Westerly to the SW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28,
T. 31 S., R. 34 E., M.D.M.;
thence Northerly to the NW corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28;
thence Westerly to the SE corner of the West $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said
Section 28;
thence Northerly to the NE corner of said West $\frac{1}{2}$ of the NW $\frac{1}{4}$ of
Section 28;
thence Westerly to the NW corner of said Section 28;
thence Southerly to the SE corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 29,
T. 31 S., R. 34 E., M.D.M.;
thence Westerly to the SW corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 29;
thence Southerly to the NE corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said
Section 29;

thence Westerly to the NW corner of said $\text{SW}\frac{1}{4}$ of the $\text{SE}\frac{1}{4}$ of Section 29;
thence Northerly to the center $\frac{1}{4}$ corner of said Section 29;
thence Westerly to the NE corner of the West $\frac{1}{2}$ of the $\text{SW}\frac{1}{4}$ of said
Section 29;
thence Southerly to the SE corner of said West $\frac{1}{2}$ of the $\text{SW}\frac{1}{4}$ of
Section 29;
thence Southerly to the SE corner of the $\text{NW}\frac{1}{4}$ of the $\text{NW}\frac{1}{4}$ of Section
32, T. 31 S., R. 34 E., M.D.M.;
thence Westerly to the SW corner of said $\text{NW}\frac{1}{4}$ of the $\text{NW}\frac{1}{4}$ of
Section 32;
thence Southerly to the NW corner of the $\text{S}\frac{1}{2}$ of the $\text{SW}\frac{1}{4}$ of said
Section 32;
thence Easterly to the NW corner of the $\text{SE}\frac{1}{4}$ of the $\text{SE}\frac{1}{4}$ of said
Section 32;
thence Southerly to the SW corner of said $\text{SE}\frac{1}{4}$ of the $\text{SE}\frac{1}{4}$ of
Section 32;
thence Easterly to the NE corner of Section 5, T. 32 S., R. 34 E.,
M.D.M.;
thence Southerly to the SE corner of the North $\frac{1}{2}$ of the $\text{NE}\frac{1}{4}$ of
said Section 5;
thence Westerly to the SE corner of the $\text{NW}\frac{1}{4}$ of the $\text{NW}\frac{1}{4}$ of said
Section 5;
thence Northerly to the NE corner of said $\text{NW}\frac{1}{4}$ of the $\text{NW}\frac{1}{4}$ of Section 5;
thence Westerly to the NE corner of Section 6, T. 32 S., R. 34 E.,
M.D.M.;
thence Southerly to the SE corner of the North $\frac{1}{2}$ of the $\text{NE}\frac{1}{4}$ of said
Section 6;

thence Westerly to the SW corner of said North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 6;
 thence Northerly to the North $\frac{1}{4}$ corner of said Section 6;
 thence Westerly along the North line of said Section 6 to a point, said point lying 1725 feet Easterly from the NW corner of said Section 6;
 thence Southeasterly a distance of 700 feet, to a point lying 940 feet West of the East line of the NW $\frac{1}{4}$ of said Section 6;
 thence Southwesterly a distance of 1900 feet to a point on the South line of the NW $\frac{1}{4}$ of said Section 6;
 thence Easterly 1210 feet to the center $\frac{1}{4}$ corner of said Section 6;
 thence Southerly to the NW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 6;
 thence Easterly to the NE corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6;
 thence Southerly to the SE corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6;
 thence Easterly to the SE corner of said Section 6;
 thence Easterly to the NW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 8, T. 32 S., R. 34 E., M.D.M.;
 thence Southerly to the SW corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 8;
 thence Easterly to the SE corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 8;
 thence Northerly to the NE corner of said Section 8;
 thence Easterly to the North $\frac{1}{4}$ corner of Section 9, T. 32 S., R. 34 E., M.D.M.;
 thence Southerly to the center $\frac{1}{4}$ corner of said Section 9;
 thence Westerly to the NW corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 9;
 thence Southerly to the SW corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9;
 thence Easterly to the NE corner of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 9;

thence Southerly to the SE corner of said Section 9;
thence Southerly to the NW corner of the South $\frac{1}{2}$ of the NW $\frac{1}{4}$
of Section 15, T. 32 S., R. 34 E., M.D.M.;
thence Easterly to the NE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said
Section 15;
thence Southerly to the SE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said
Section 15;
thence Westerly to the NW corner of the South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said
Section 15;
thence Southerly to the SW corner of said Section 15;
thence Westerly to the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21,
T. 32 S., R. 34 E., M.D.M.;
thence Southerly to the SE corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of
Section 21;
thence Westerly to the SW corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21;
thence Southerly to the center $\frac{1}{4}$ corner of said Section 21;
thence Easterly to the East $\frac{1}{4}$ corner of said Section 21;
thence Southerly to the SE corner of said Section 21;
thence Westerly along the North line of Section 28, T. 32 S., R. 34 E.,
M.D.M., a distance of 1110 feet;
thence Southeasterly a distance of 3450 feet to a point 275 feet
West of the East line of said Section 28;
thence Southwesterly a distance of 2080 feet to a point on the
South line of said Section 28, said point lying 1110 feet Westerly
of the SE corner of said Section 28;
thence Westerly to the NW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33,
T. 32 S., R. 34 E., M.D.M.;

thence Southerly to the SW corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33;
thence Easterly to the SE corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33;
thence Southerly to the East $\frac{1}{4}$ corner of said Section 33;
thence Easterly to the NE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 34, T. 32 S., R. 34 E., M.D.M.;
thence Southerly to the SE corner of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 34; thence Easterly to the NE corner of the South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 34;
thence Southerly to the South $\frac{1}{4}$ corner of said Section 34, being the point of beginning for this description.

TEHACHAPI BASIN AREA

All those portions of T. 31 S., R. 33 E.; T. 32 S., R. 32 E.; T. 32 S., R. 33 E.; and T. 32 S., R. 34 E., M.D.M.; and T. 12 N., R. 14 W.; T. 12 N., R. 15 W.; T. 11 N., R. 15 W., and T. 11 N., R. 14 W., S.B.M., Kern County, California, bounded as follows:

Beginning at the Southwest corner of Section 33, T. 32 S., R. 34 E., M.D.M.;

thence Easterly to the Southeast corner of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of said Section 33;

thence Northerly to the Northeast corner of said $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 33;

thence Easterly to the center $\frac{1}{4}$ corner of said Section 33;

thence Northerly to the $N\frac{1}{4}$ corner of said Section 33;

thence Easterly along the North line of said Section 33 to a point lying 1110 feet Westerly of the Northeast corner of said Section 33;

thence Northeasterly 2080 feet to a point lying 275 feet West of the East line of Section 28, T. 32 S., R. 34 E., M.D.M.;

thence Northwesterly 3450 feet to a point on the North line of said Section 28, said point lying 1110 feet Westerly of the NE corner of said Section 28;

thence Westerly to the $S\frac{1}{4}$ corner of Section 21, T. 32 S., R. 34 E., M.D.M.;

thence Northerly to the NE corner of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of said Section 21;

thence Westerly to the NW corner of said $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 21;

thence Westerly to the NW corner of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 20, T. 32 S., R. 34 E., M.D.M.;

thence Northerly to the NE corner of the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 19, T. 32 S., R. 34 E., M.D.M.;

thence Westerly to the NW corner of said $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 19;

thence Southerly to the SW corner of said $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 19;

thence Westerly to the SE corner of the $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of said Section 19;
 thence Northerly to the NE corner of said $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 19;
 thence Westerly to the NW corner of said Section 19;
 thence Northerly to the SW corner of the $NW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 18, T. 32 S., R. 34 E., M.D.M.;
 thence Easterly to the SE corner of said $NW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 18;
 thence Northerly to the NE corner of said $NW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 18;
 thence Easterly to the center $\frac{1}{4}$ corner of said Section 18;
 thence Northerly to the SW corner of the $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said Section 18;
 thence Easterly to the SE corner of said $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 18;
 thence Northerly to the NE corner of said $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 18;
 thence Northerly to the NE corner of the $W\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 7, T. 32 S., R. 34 E., M.D.M.;
 thence Westerly to the SE corner of the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of said Section 7;
 thence Northerly to the NE corner of said $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 7;
 thence Westerly to the NW corner of said $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 7;
 thence Northerly to the NW corner of said Section 7;
 thence Northerly to the $W\frac{1}{4}$ corner of Section 6, T. 32 S., R. 34 E., M.D.M.;
 thence Easterly along the South line of the $NW\frac{1}{4}$ of said Section 6 to a point lying 1210 feet Westerly of the center $\frac{1}{4}$ corner of Section 6;
 thence Northeasterly 1900 feet to a point lying 940 feet West of the East line of said $NW\frac{1}{4}$ of said Section 6;
 thence Northwesterly 700 feet to a point on the North line of said Section 6;
 thence Westerly 1725 feet to the NW corner of said Section 6;
 thence Westerly to the $S\frac{1}{4}$ corner of Section 36, T. 31 S., R. 33 E., M.D.M.;
 thence Northerly to the NE corner of the $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of said Section 36;

thence Westerly to the NW corner of said $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 36;
 thence Northerly to the SE corner of the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of said
 Section 36;
 thence Westerly to the SW corner of said $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 36;
 thence Northerly to the NW corner of said $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 36;
 thence Westerly to the SW corner of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 35,
 T. 31 S., R. 33 E., M.D.M.;
 thence Southerly to the SW corner of the $E\frac{1}{2}$ of the $SE\frac{1}{4}$ of said
 Section 35;
 thence Easterly to the SE corner of said Section 35;
 thence Easterly to the NE corner of the $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 1,
 T. 32 S., R. 33 E., M.D.M.;
 thence Southerly to the SE corner of said $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 1;
 thence Westerly to the $W\frac{1}{4}$ corner of said Section 1;
 thence Southerly to the NW corner of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of said
 Section 1;
 thence Easterly to the NE corner of said $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 1;
 thence Southerly to the SE corner of said $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 1;
 thence Southerly to the SE corner of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 12,
 T. 32 S., R. 33 E., M.D.M.;
 thence Easterly to the $S\frac{1}{4}$ corner of said Section 12;
 thence Southerly to the NE corner of the $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 13,
 T. 32 S., R. 33 E., M.D.M.;
 thence Westerly to the NW corner of said $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 13;
 thence Southerly to the SW corner of said $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 13;
 thence Westerly to the SW corner of said Section 13;
 thence Westerly to the SE corner of the $SW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 14,
 T. 32 S., R. 33 E., M.D.M.;
 thence Northerly to the NE corner of said $SW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 14;
 thence Westerly to the NW corner of said $SW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 14;
 thence Southerly to the $S\frac{1}{4}$ corner of said Section 14;
 thence Southerly to the center $\frac{1}{4}$ corner of Section 23, T. 32 S.,
 R. 33 E., M.D.M.;

thence Westerly to the SE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 23;

thence Northerly to the NE corner of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23;

thence Westerly to the NW corner of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23;

thence Northerly to the NW corner of said Section 23;

thence Northerly to the E $\frac{1}{4}$ corner of Section 15, T. 32 S., R. 33 E., M.D.M.

thence Westerly to the W $\frac{1}{4}$ corner of said Section 15;

thence Northerly to the SW corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15;

thence Easterly to the SE corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15;

thence Northerly to the NE corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15;

thence Northerly to the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 10.

T. 32 S., R. 33 E., M.D.M.;

thence Westerly to the NW corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 10;

thence Northerly to the E $\frac{1}{4}$ corner of Section 9, T. 32 S., R. 33 E., M.D.M.;

thence Westerly to the NE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 9;

thence Southerly to the SE corner of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9;

thence Westerly to the NW corner of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 9;

thence Westerly to the NW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8,

T. 32 S., R. 33 E., M.D.M.;

thence Southerly to the SW corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8;

thence Southerly to the SE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17;

T. 32 S., R. 33 E., M.D.M.;

thence Westerly to the SW corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17,

thence Southerly to the center $\frac{1}{4}$ corner of said Section 17;

thence Westerly to the W $\frac{1}{4}$ corner of said Section 17;

thence Westerly to the SW corner of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 18;

T. 32 S., R. 33 E., M.D.M.;

thence Northerly to the NW corner of said E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 18;

thence Northerly to the NW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7,

T. 32 S., R. 33 E., M.D.M.;

thence Westerly to the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 7;

thence Northerly to the SE corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said
 Section 7;
 thence Westerly to the SW corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7;
 thence Westerly to the SW corner of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 12;
 T. 32 S., R. 32 E., M.D.M.;
 thence Northerly to the N $\frac{1}{4}$ corner of said Section 12;
 thence Westerly to the NW corner of said Section 12;
 thence Southerly to the SE corner of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 11,
 T. 32 S., R. 32 E., M.D.M.;
 thence Westerly to the SW corner of said N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 11;
 thence Southerly to the center $\frac{1}{4}$ corner of said Section 11;
 thence Westerly to the NW corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 11;
 thence Southerly to the SW corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11;
 thence Easterly to the NW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 11;
 thence Southerly to the SW corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11;
 thence Southerly to the NW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14,
 T. 32 S., R. 32 E., M.D.M.;
 thence Westerly to the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 14;
 thence Southerly to the SE corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14;
 thence Southerly to the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23,
 T. 32 S., R. 32 E., M.D.M.;
 thence Easterly to the SE corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23;
 thence Southerly to the center $\frac{1}{4}$ corner of said Section 23;
 thence Westerly to the NE corner of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 23;

thence Southerly to the SE corner of said $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 23;
 thence Southerly to the SE corner of the $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 26,
 T. 32 S., R. 32 E., M.D.M.;
 thence Westerly to the $W\frac{1}{2}$ corner of said Section 26;
 thence Southerly to the SW corner of said Section 26;
 thence Southerly to the SW corner of the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section
 35, T. 32 S., R. 32 E., M.D.M.;
 thence Easterly to the NW corner of the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 35,
 T. 32 S., R. 32 E., M.D.M.;
 thence Southerly to the SW corner of said $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 35;
 thence Easterly to the $E\frac{1}{4}$ corner of said Section 35;
 thence Easterly to the center $\frac{1}{4}$ corner of Section 36, T. 32 S.,
 R. 32 E., M.D.M.;
 thence Southerly to the SE corner of the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of said Section 36;
 thence Easterly to the NE corner of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section 36;
 thence Easterly to the NE corner of the $S\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 31.
 T. 32 S., R. 33 E., M.D.M.;
 thence Southerly to the SE corner of said Section 31;
 thence Easterly to the $N\frac{1}{2}$ corner of Section 34, T. 12 N., R. 15 W.,
 S.B.M.;
 thence Southerly to the NW corner of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said
 Section 34;
 thence Easterly to the NE corner of said $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 34;
 thence Southerly to the SE corner of said $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 34;
 thence Easterly to the $E\frac{1}{4}$ corner of said Section 34;
 thence Southerly to the NW corner of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 35,
 T. 12 N., R. 15 W., S.B.M.;
 thence Easterly to the NE corner of said $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 35;
 thence Southerly to the $S\frac{1}{2}$ corner of said Section 35;
 thence Easterly to the NW corner of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 2,
 T. 11 N., R. 15 W., S.B.M.;

thence Southerly to the SW corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2;
 thence Easterly to the SE corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2;
 thence Easterly to the SE corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1,
 T. 11 N., R. 15 W., S.B.M.;
 thence Northerly to the NE corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1;
 thence Easterly to the NW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said
 Section 1;
 thence Southerly to the NE corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said
 Section 1;
 thence Westerly to the NW corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 1;
 thence Southerly to the S $\frac{1}{4}$ corner of said Section 1;
 thence Southerly to the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12,
 T. 11 N., R. 15 W., S.B.M.;
 thence Westerly to the SW corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12;
 thence Southerly to the SE corner of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 12;
 thence Westerly to the SW corner of said Section 12,
 thence Southerly to the NE corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14,
 T. 11 N., R. 15 W., S. B.M.
 thence Westerly to the NW corner of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14;
 thence Southerly to the SW corner of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14,
 thence Westerly to the SE corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said
 Section 14;
 thence Northerly to the NE corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14;
 thence Westerly to the NW corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14;
 thence Southerly to the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said
 Section 14;
 thence Easterly to the NE corner of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 14;
 thence Easterly to the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 13,
 T. 11 N., R. 15 W., S.B.M.;

thence Northerly to the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 13;
thence Easterly to the SE corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13;
thence Northerly to the N $\frac{1}{4}$ corner of said Section 13;
thence Northerly to the center $\frac{1}{4}$ corner of Section 12, T. 11 N., R. 15 W.,
S.B.M.;
thence Easterly to the E $\frac{1}{4}$ corner of said Section 12;
thence Northerly to the SW corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7,
T. 11 N., R. 14 W., S.B.M.;
thence Easterly to the SE corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7;
thence Southerly to the SW corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said
Section 7;
thence Easterly to the S $\frac{1}{4}$ corner of Section 7;
thence Northerly to the NW corner of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said
Section 7;
thence Easterly to the NE corner of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 7;
thence Northerly to the NE corner of said Section 7;
thence Easterly to the SE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 5,
T. 11 N., R. 14 W., S.B.M.:
thence Northerly to the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said
Section 5;
thence Easterly to the SE corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 5;
thence Northerly to the N $\frac{1}{4}$ corner of said Section 5;
thence Northerly to the center $\frac{1}{4}$ corner of Section 32, T. 12 N.,
R. 14 W., S.B.M.;
thence Westerly to the SW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said
Section 32;
thence Northerly to the NW corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32;
thence Easterly to the NE corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32;
thence Northerly to the N $\frac{1}{4}$ corner of said Section 32;
thence Easterly to the NW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said
Section 32;

thence Southerly to the NW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 32;

thence Easterly to the NE corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 32;

thence Southerly to the SE corner of said Section 32;

thence Easterly to the SE corner of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 33, T. 12 N., R. 14 W., S.B.M.;

thence Northerly to the NE corner of said W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 33;

thence Easterly to the center $\frac{1}{4}$ corner of said Section 33;

thence Northerly to the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 33;

thence Easterly to the SE corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33;

thence Northerly to the NE corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33;

thence Easterly to the NE corner of said Section 33;

thence Easterly to the SW corner of Section 32, T. 32 S., R. 34 E., M.D.M.;

thence Easterly to the N $\frac{1}{4}$ corner of Section 34, T. 12 N., R. 14 W., S.B.M.

thence Southerly to the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 34;

thence Easterly to the SE corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34;

thence Northerly to the NE corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34;

thence Easterly to the NE corner of said Section 34;

thence Easterly to the SW corner of Section 33, T. 32 S. R. 34 E., M.D.M. said SW corner being the point of beginning of this description.

TEHACHAPI BASIN WATERSHED

All those portions of T. 31 S., R. 34 E.; T. 31 S., R. 33 E.; T. 32 S., R. 32 E.; T. 32 S., R. 33 E.; and T. 32 S., R. 34 E., M.D.M.; and T. 12 N., R. 14 W.; T. 12 N., R. 15 W.; T. 11 N., R. 15 W., and T. 11 N., R. 14 W., S.B.M., Kern County, California, bounded as follows:

Beginning at the E $\frac{1}{4}$ corner of Section 34, T. 12 N., R. 14 W., S.B.M.;

thence Easterly to the SE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, T. 12 N., R. 14 W., S.B.M.;

thence Northerly to the NE corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 35;

thence Easterly to the N $\frac{1}{4}$ corner of Section 35;

thence Northerly to the NE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, T. 32 S., R. 34 E., M.D.M.;

thence Easterly to the center $\frac{1}{4}$ corner of said Section 33;

thence Northerly to the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 33;

thence Easterly to the SE corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33;

thence Northerly to the NE corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33;

thence Easterly to a point on the North line of said Section 33, said point lying 1110 feet Westerly of the NE corner of said Section 33;

thence Northeasterly a distance of 2080 feet to a point 275 feet West of the East line of Section 28, T. 32 S., R. 34 E., M.D.M.;

thence Northwesterly 3450 feet to a point on the North line of said Section 28, said point lying 1110 feet West of the NE corner of said Section 28;

thence Westerly to the SE corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, T. 32 S., R. 34 E., M.D.M.;

thence Northerly to the NE corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21;

thence Westerly to the NW corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21;
thence Northerly to the N $\frac{1}{4}$ corner of said Section 21;
thence Westerly to the SE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 16,
T. 32 S., R. 34 E., M.D.M.;
thence Northerly to the NE corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of
Section 16;
thence Westerly to the NW corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 16;
thence Northerly to the W $\frac{1}{4}$ corner of said Section 16;
thence Westerly to the NE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section
17, T. 32 S., R. 34 E., M.D.M.;
thence Northerly to the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said
Section 17;
thence Westerly to the N $\frac{1}{4}$ corner of said Section 17;
thence Northerly to the center $\frac{1}{4}$ corner of Section 8, T. 32 S.,
R. 34 E., M.D.M.;
thence Westerly to the W $\frac{1}{4}$ corner of said Section 8;
thence Westerly to the NE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7,
T. 32 S., R. 34 E., M.D.M.;
thence Northerly to the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said
Section 7;
thence Westerly to the N $\frac{1}{4}$ corner of said Section 7;
thence Northerly to the center $\frac{1}{4}$ corner of Section 6, T. 32 S.,
R. 34 E., M.D.M.;
thence Westerly along the North line of the SW $\frac{1}{4}$ of said Section 6,
1210 feet;
thence Northeasterly 1900 feet to a point lying 940 feet West of the
East line of the NW $\frac{1}{4}$ of said Section 6;
thence Northwesterly 700 feet to a point on the North line of said
Section 6, said point lying 1725 feet Easterly of the NW corner of
said Section 6;
thence Westerly to the SE corner of the W $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31,
T. 31 S., R. 34 E., M.D.M.;

thence Northerly to the NE corner of said $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 31;
 thence Westerly to the $W\frac{1}{4}$ corner of said Section 31;
 thence Northerly to the SE corner of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section
 36, T. 31 S., R. 33 E., M.D.M.;
 thence Westerly to the SW corner of said $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 36;
 thence Northerly to the NW corner of said $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 36;
 thence Westerly to the $N\frac{1}{4}$ corner of said Section 36;
 thence Northerly to the $N\frac{1}{4}$ corner of Section 25, T. 31 S., R. 33 E.,
 M.D.M.;
 thence Westerly to the NW corner of said Section 25;
 thence Westerly to the NW corner of Section 26, T. 31 S., R. 33 E.,
 M.D.M.;
 thence Southerly to the $E\frac{1}{4}$ corner of Section 27, T. 31 S., R. 33 E.,
 M.D.M.;
 thence Westerly to the center $\frac{1}{4}$ corner of said Section 27;
 thence Southerly to the $S\frac{1}{4}$ corner of said Section 27;
 thence Westerly to the SW corner of said Section 27;
 thence Westerly to the $N\frac{1}{4}$ corner of Section 33, T. 31 S., R. 33 E.,
 M.D.M.;
 thence Southerly to the $S\frac{1}{4}$ corner of said Section 33;
 thence Easterly to the SE corner of said Section 33;
 thence Southerly to the NE corner of Section 9, T. 32 S., R. 33 E.,
 M.D.M.;
 thence Westerly to the $N\frac{1}{4}$ corner of said Section 9;
 thence Southerly to the center $\frac{1}{4}$ corner of said Section 9;
 thence Westerly to the $W\frac{1}{4}$ corner of said Section 9;
 thence Westerly to the center $\frac{1}{4}$ corner of Section 8, T. 32 S.,
 R. 33 E., M.D.M.;
 thence Southerly to the $S\frac{1}{4}$ corner of said Section 8;
 thence Southerly to the center $\frac{1}{4}$ corner of Section 17, T. 32 S.,
 R. 33 E., M.D.M.;

thence Westerly to the $W\frac{1}{4}$ corner of said Section 17;
thence Northerly to the NW corner of said Section 17;
thence Westerly to the $S\frac{1}{4}$ corner of Section 7, T. 32 S., R. 33 E.,
M.D.M.;
thence Northerly to the center $\frac{1}{4}$ corner of said Section 7;
thence Westerly to the $W\frac{1}{4}$ corner of said Section 7;
thence Northerly to the NW corner of said Section 7;
thence Northerly to the $E\frac{1}{4}$ corner of Section 1, T. 32 S., R. 32 E.,
M.D.M.;
thence Westerly to the $W\frac{1}{4}$ corner of said Section 1;
thence Westerly to the center $\frac{1}{4}$ corner of Section 2, T. 32 S.,
R. 32 E., M.D.M.;
thence Southerly to the $S\frac{1}{4}$ corner of said Section 2;
thence Westerly to the SW corner of said Section 2;
thence Southerly to the $E\frac{1}{4}$ corner of Section 10, T. 32 S., R. 32 E.,
M.D.M.;
thence Westerly to the center $\frac{1}{4}$ corner of said Section 10;
thence Southerly to the $S\frac{1}{4}$ corner of said Section 10;
thence Southerly to the center $\frac{1}{4}$ corner of Section 15, T. 32 S.,
R. 32 E., M.D.M.;
thence Westerly to the $W\frac{1}{4}$ corner of said Section 15;
thence Southerly to the SW corner of said Section 15;
thence Southerly to the $W\frac{1}{4}$ corner of Section 22, T. 32 S., R. 32 E.,
M.D.M.;
thence Easterly to the center $\frac{1}{4}$ corner of said Section 22;
thence Southerly to the $S\frac{1}{4}$ corner of said Section 22;
thence Southerly to the $S\frac{1}{4}$ corner of Section 27, T. 32 S., R. 32 E.,
M.D.M.;
thence Southerly to the $S\frac{1}{4}$ corner of Section 34, T. 32 S., R. 32 E.,
M.D.M.;
thence Easterly to the SE corner of said Section 34;
thence Southerly to SW corner of Section 31, T. 12 N., R. 15 W.,
S.B.M.;

thence Southerly to the SW corner of Section 6, T. 11 N., R. 15 W.,
S.B.M.;

thence Southerly to the SW corner of Section 7, T. 11 N., R. 15 W.,
S.B.M.;

thence Southerly to the W $\frac{1}{4}$ corner of Section 18, T. 11 N., R. 15 W.,
S.B.M.;

thence Easterly to the E $\frac{1}{4}$ corner of Section 18, T. 11 N., R. 15 W.,
S.B.M.;

thence Easterly to the center $\frac{1}{4}$ corner of Section 17, T. 11 N.,
R. 15 W., S.B.M.;

thence Southerly to the S $\frac{1}{4}$ corner of said Section 17;

thence Easterly to the SE corner of said Section 17;

thence Northerly to the E $\frac{1}{4}$ corner of said Section 17;

thence Easterly to the E $\frac{1}{4}$ corner of Section 16, T. 11 N., R. 15 W.,
S.B.M.;

thence Easterly to the center $\frac{1}{4}$ corner of Section 15, T. 11 N.,
R. 15 W., S.B.M.;

thence Southerly to the S $\frac{1}{4}$ corner of said Section 15;

thence Easterly to the SE corner of said Section 15;

thence Easterly to the SE corner of Section 14, T. 11 N., R. 15 W.,
S.B.M.;

thence Easterly to the SE corner of Section 13, T. 11 N., R. 15 W.,
S.B.M.;

thence Easterly to the S $\frac{1}{4}$ corner of Section 18, T. 11 N., R. 14 W.,
S.B.M.;

thence Northerly to the center $\frac{1}{4}$ corner of said Section 18;

thence Easterly to the E $\frac{1}{4}$ corner of said Section 18;

thence Northerly to the NE corner of said Section 18;

thence Easterly to the S $\frac{1}{4}$ corner of Section 8, T. 11 N., R. 14 W.,
S.B.M.;

thence Northerly to the center $\frac{1}{4}$ corner of said Section 8;
thence Easterly to the E $\frac{1}{4}$ corner of said Section 8;
thence Northerly to the NE corner of said Section 8;
thence Easterly to the S $\frac{1}{4}$ corner of Section 4, T. 11 N., R. 14 W.,
S.B.M.;
thence Northerly to the center $\frac{1}{4}$ corner of said Section 4;
thence Easterly to the E $\frac{1}{4}$ corner of said Section 4;
thence Northerly to the NE corner of said Section 4;
thence Easterly to the SE corner of Section 34, T. 12 N., R. 14 W.,
S.B.M.;
thence Northerly to the E $\frac{1}{4}$ corner of said Section 34, said $\frac{1}{4}$ corner
being the point of beginning for this description.

1 BRITE CREEK CANYON SALVAGE AREA

2
3 The area designated Brite Creek Canyon referred
4 to in paragraph 1 of the Judgment commences in the North-
5 west Quarter of Section 18, Township 32 South, Range 33 East,
6 M.D.B.M and meanders Northeasterly through portions of the
7 South Half of the Southwest Quarter of Section 7, Township 32
8 South, Range 33 East, M.D.B.M., to the place where Brite Creek
9 Canyon joins Tehachapi Creek near the dividing line between
10 said South Half of said Southwest Quarter and the South Half
11 of the Southeast Quarter of said Section 7. Said canyon
12 ranges in width up to a maximum of not more than 500 feet
13 at its widest point.
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(VERIFICATION — 446, 2015.5 C. C. P.)

STATE OF CALIFORNIA
COUNTY OF } ss.

I am the _____

in the above entitled action; I have read the foregoing _____

and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

I certify (or declare), under penalty of perjury,* that the foregoing is true and correct.

Executed on _____ at _____, California
(date) (place)

Signature

(PROOF OF SERVICE BY MAIL -- 1013a, 2015.5 C. C. P.)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is:

Third Floor, 7624 South Painter Avenue, Whittier, Ca 90608

On February, 1971, I served the within PROPOSED JUDGMENT

on the attorneys of record for Defendants, and parties pro per in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Whittier, California addressed as follows:

As per attached Exhibit "A"

I certify (or declare), under penalty of perjury,* that the foregoing is true and correct.

Executed on February, 1971 at Whittier, California
(date) (place)

Signature
ANN M. PHERRIN

*Both the verification and proof of service by mail forms, being signed under penalty of perjury, do not require notarization.

Exhibit "A"

TEHACHAPI BASIN
 LIST OF ATTORNEYS AND THE PARTIES EACH REPRESENTS
 AND PARTIES APPEARING IN PRO PER

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 of Record

Names of Parties Represented

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 Ben Chatoff

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 Esther M. Wilson

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 John C. Reaves, Jr.
 Virginia Rickett
 Wilbur Rickett
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 C. R. Tumblin
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 deceased
 Bette Lamb aka Elizabeth Louise
 Lamb

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 Mardell S. Fields
 Elmer F. Jury aka E. F. Jury
 Madeline A. Jury
 Edith Petrie
 Robert Petrie
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 Orchard Co., a corporation
 Dick Vander Mayden
 Opal L. Vander Mayden
 Barbara G. Von Platen
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 Norman Weintraub
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under deeds of trust
Tehachapi Public Cemetery District,
a political subdivision
(Copy also served on East Kern
Escrow Company, 206 S. Green Street,
Tehachapi, California, and on
Tehachapi Public Cemetery District
at Old Town Road, Tehachapi, Ca.)

Kenneth Frederick
Fred-Lite Blocks, Inc., a corporation

Wasco Development Company, a
partnership
Eric J. & Margaret Kragenbrink
Ashtown Water Company, a corporation
Sam Ashe
W. J. and Rose B. Ford
Clyde & Allene Beckham
Clinton A. & Evelyn Bush

Gertrude T. Hall, Colin Houston,
Arthur W. Kirk and Ruth W.
West, as Co-Trustees of the
trust in the Ida May Jameson
Estate
Monolith Portland Cement Company,
a corporation

West Tehachapi Mutual Water Company,
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Alice R. Keel
Simon Keel

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Leon Schwartz Trust No. 2
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Technology Development, Inc., a
corporation

SVH Investments, a corporation
Boise-Cascade Properties of
Delaware, Inc., a corporation
(formerly known as Pacific
Cascade Land Company)

J. G. Bisbee

Lynch-Estes Company, a corporation
White Oak Knolls Water Corporation,
a corporation

Schultz Enterprises, a corporation
Robert Schultz

Summit Lime Company, a corporation
Elliott S. Wyman
Rosalie J. Wyman

John G. Ohanneson
Jean B. Ohanneson

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FILED NOVEMBER 20, 1973

RECORDED NOVEMBER 20, 1973

BOOK 288, PAGE 122 et. seq.
of Judgment Book

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

| | | |
|------------------------------------|---|-------------------------------|
| TEHACHAPI-CUMMINGS COUNTY WATER |) | NO. 97210 |
| DISTRICT, a Body corporate and |) | |
| politic, |) | AMENDMENT TO JUDGMENT |
| |) | |
| Plaintiff, |) | (Enjoining extractions in |
| |) | |
| vs. |) | excess of specified quantity, |
| |) | |
| (A) CITY OF TEHACHAPI, a municipal |) | appointing Watermaster and |
| corporation, et al., |) | |
| |) | otherwise establishing |
| Defendants. |) | |
| |) | physical solution) |

The application of TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT, a county water district, Plaintiff herein pursuant to the continuing jurisdiction of this Court as reserved in paragraph 3 of the Judgment herein (entered March 23, 1971 in Book 226, Pages 55 et seq. of Judgments and recorded April 13, 1971 in Book 4513, Pages 234 et seq., Official Records of Kern County Recorder), for an injunction with respect to ground water pumping from Tehachapi Basin (as defined in said Judgment) and the imposition of a physical solution to meet the parties' water needs, including appointment of a Watermaster, duly and regularly came on for hearing in Department 5 of the above-entitled Court, at

1 10:00 o'clock A.M., on October 12, 1973 before the Honorable Jay
2 R. Ballantyne Judge assigned, after various continuances. Plaintiff
3 was represented through its attorneys Martin E. Whelan, Jr., Inc.
4 and Martin E. Whelan, Jr. Certain of the defendants were re-
5 presented through their respective attorneys as shown in the
6 records of the Clerk. Notice of hearing was properly and timely
7 given. Evidence was received on October 12, 1973, the hearing
8 concluded and the matter submitted on October 12, 1973. The
9 Court has heretofore made its "Further Findings of Fact and Con-
10 clusions of Law" herein.

11 As used herein, all terms as defined in said Judgment
12 at pages 5-8, lines 19-1 shall have the same meanings therein
13 set forth, with such modification as shall be elsewhere stated
14 hereafter. The words "Allowed Pumping Allocation for the
15 calendar year" or like words shall have the meaning set forth
16 commencing at page 21, line 7 hereof.

17 The Court, pursuant to its reserved jurisdiction under
18 paragraph 3 of said Judgment, pursuant to said original Findings
19 of Fact and Conclusions of Law and pursuant to the evidence
20 adduced at said hearing, and the Further Findings of Fact and
21 Conclusions of Law heretofore made, does hereby amend said
22 Judgment by adding thereto the following provisions, numbered
23 for convenience as paragraphs 11 et seq., to follow in numbered
24 order the paragraphs in said Judgment as originally entered, the
25 last paragraph of which is number 10. Appendices are likewise
26 numbered consecutively to those in said Judgment, the last of
27 which was Appendix "4". Appendix "2" to said Judgment ("Tehachapi
28 Basin Area") is again appended and made a part hereof.

1 NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

2 11. Injunction Against Extractions in Excess of Certain
3 Quantities. Subject to the succeeding provisions and paragraphs
4 hereof, each party defendant to this action (other than the Depart-
5 ment of Veterans Affairs of the State of California) and the officials,
6 agents and employees from time to time of said Department of Veterans
7 Affairs of the State of California is and are hereby enjoined and
8 restrained in each calendar year commencing with the calendar year
9 1974 from extracting from Tehachapi Basin ground water in excess of
10 the annual quantities in acre feet next set forth, which quantity is
11 hereinafter referred to as "Allowed Pumping Allocation."

| 12 | <u>Party</u> | <u>Allowed Pumping Allocation</u> <u>Acre-Feet</u> |
|----|---|---|
| 13 | Frank Armstrong, Phyllis Armstrong | 118 |
| 14 | (Mettler & Armstrong, a partnership, tenant) | |
| 15 | Ashtown Water Company, a corporation | 28 |
| 16 | Leroy Bassler and Margaret Bassler | 3 |
| 17 | J. G. Bisbee | 467 1/3 |
| 18 | Christopher C. Brevidore and Ida Brevidore | 28 2/3 |
| 19 | Donald R. Burgeis and Betty Jean Burgeis | 16 |
| 20 | (Department of Veterans Affairs of the State of California as holder of legal title under Cal Vet loan) | |
| 21 | John O. Christopher and Virginia E. Christopher | 18 |
| 22 | Harold Schlotthauer and Madge Q. Schlotthauer | |
| 23 | Alan M. Fields, Mardell S. Fields, Norman Weintraub, Albert Zdenek and Marilee Zdenek | 51 1/3 |
| 24 | Golden Hills Community Services District, | 106 |
| 25 | a body corporate and politic | |
| 26 | Frank Goodrick and Moneta M. Goodrick | 12 2/3 |
| 27 | Grand Oaks Water Company, a corporation | 4 |
| 28 | Henry B. Hand | 26 2/3 |

| | | |
|----|--|---------|
| 1 | Edwin J. Van Zandt and Jennie B. Van Zandt (successors in interest to Ewald Handel and Ethel M. Handel) | 17 1/3 |
| 2 | | |
| 3 | F. G. Hernandez, aka Frank G. Hernandez, and Beatrice Hernandez | 3 |
| 4 | | |
| 5 | Joaquina Iriart for life, then to Jack Iriart (to be distinguished from Jack R. Iriart) as to remainder | 223 1/3 |
| 6 | | |
| 7 | Jacobsen Bros. Turf Farms, Inc. a cor- poration, former name Jacobsen Bros., Inc. | 386 |
| 8 | Jacobsen Orchards, Inc., a corporation | 177 1/3 |
| 9 | Elmer J. Jury, aka E. F. Jury, and Madeline A. Jury | 31 1/3 |
| 10 | | |
| 11 | Mojave Public Utility District | 50 |
| 12 | Monolith Portland Cement Company, a corporation | 991 1/3 |
| 13 | Robert Monroe and Mary Alice Monroe | 40 |
| 14 | Joseph F. Noriega and Irma Noriega (successors in interest to Manley H. Reitz and Janet Reitz) | 300 2/3 |
| 15 | | |
| 16 | Fred D. Patterson and Laviece Patterson | 125 1/3 |
| 17 | E. H. Pearson | 13 1/3 |
| 18 | Susan Phillips | 4 2/3 |
| 19 | Anne Reaves, John C. Reaves, Jr., Virginia Rickett, Wilbur Rickett, C. R. Tumblin, Mali Tumblin, aka Amelia Tumblin, Tumblin Company, a partnership | 192 |
| 20 | | |
| 21 | Melvin Ruff and Frances Ruff* | 3 |
| 22 | Tehachapi Orchards, Inc., a corporation (successor in interest to Ernest Schnaidt) | 416 2/3 |
| 23 | | |
| 24 | Evelyn Smith | 24 |
| 25 | Southern Pacific Transportation Company (formerly Southern Pacific Railroad Co.), a corporation | 65 1/3 |
| 26 | | |
| 27 | Vaughn Squires and Vivian Squires | 8 2/3 |
| 28 | *See listing also under "Party-Domestic Wells" | |

| | | |
|----|---|---------|
| 1 | Darrell Stevens and Louise E. Stevens | 12 2/3 |
| 2 | Grant Sullivan and Cozette Sullivan, Mortimer Sullivan and Susan Sullivan | 356 2/3 |
| 3 | Grant D. Sullivan and Mortimer J. Sullivan | 236 2/3 |
| 4 | as Co-trustees under the Will of Percy J. Hayes, and Gertrude D. Carroll (successors 5 in interest to Kiethly-McPherrin, Inc.) | |
| 6 | G. M. Summy and Nita Summy | 6 |
| 7 | City of Tehachapi, a municipal corporation | 502 |
| 8 | Tehachapi Public Cemetery District, a political subdivision | 7 1/3 |
| 9 | Tehachapi Unified School District | 20 |
| 10 | Max Thelen, Jr., Wells Fargo Bank and I. W. | 226 2/3 |
| 11 | Hellman all as Co-trustees of the S. H. Cowell Foundation | |
| 12 | M. R. White and Mildred White* | 3 |
| 13 | Lewis M. Dye, Sr.* | 3 |
| 14 | Sidney Gilreath and Lorene Gilreath | 3 |
| 15 | Domenicio Giraudo, aka Domenico Giraudo* | 3 |
| 16 | Robert W. Karpe and Phyllis J. Karpe* | 3 |
| 17 | Simon Keel and Alice Keel | 3 |
| 18 | A. F. Leiva and Margaret Leiva* | 3 |
| 19 | Allan W. Small and Winifred Small (successors 20 in interest to Wallace K. Love and Gloria D. Love) | 3 |
| 21 | Harold T. Lutge and Helen Lutge (successors 22 in interest to Bette Lamb, aka Elizabeth Louise Lamb as Executrix of Estate of J. O. 23 Lamb, deceased) | 3 |
| 24 | White Oak Knolls Water Corporation, a corporation | 3 |
| 25 | West Tehachapi Mutual Water Company, a corporation | 3 |
| 26 | Harry Wietsma | 3 |
| 27 | Louise Yeager | 3 |
| 28 | *See listing also under "Party-Domestic Wells" | |

1 PARTY DOMESTIC WELLS

| | | |
|----|--|---|
| 2 | Lester J. Anderson and Leatta M. Anderson | 3 |
| 3 | Sam Ashe and Esther Ashe | 3 |
| 4 | Alverda Bassler and George Bassler | 3 |
| 5 | Endelva Troy and Vincent J. Troy (successors in interest to Vance Brite and Hattie Brite) | 3 |
| 6 | John Spoor Broome | 3 |
| 7 | Haskell Brummett and Dwana M. Brummett | 3 |
| 8 | Morris Burton and Virginia Ellen Burton | 3 |
| 9 | Gertrude D. Carroll | 3 |
| 10 | Alice Cazacus Seeger | 3 |
| 11 | Henry D. Church, Maxine Church, Edmond | 3 |
| 12 | Fowler, Billie J. Fowler, Glen Killings- worth and Mildred Killingsworth, Marion | |
| 13 | Killingsworth and Dora Killingsworth | |
| 14 | Lewis A. Colvin and Nan L. Colvin | 3 |
| 15 | Lewis M. Dye, Sr. | 3 |
| 16 | W. J. Ford and Rose B. Ford | 3 |
| 17 | Lewis Foster and Dorothy Foster | 3 |
| 18 | Fred-Lite Blocks, Inc., a corporation | 3 |
| 19 | Kenneth Frederick | 3 |
| 20 | Robert B. Freeman, Jr. and Betty Lou Freeman | 3 |
| 21 | Alvin Gary and Wilma J. Gary | 3 |
| 22 | Domencio Giraudo aka Domenico Giraudo | 3 |
| 23 | Louis Goebel and Kathleen Goebel | 3 |
| 24 | R. E. Grind and Helen Grind | 3 |
| 25 | Theodore H. Haun and Avis E. Haun | 3 |
| 26 | W. C. Hedberg and Ruth Hedberg | 3 |
| 27 | Harold Hedge and Grace B. Hedge | 3 |
| 28 | Herb Hemphil and Alice Hemphil, aka Herb Hemphill and Alice Hemphill | 3 |

| | | |
|----|---|---|
| 1 | Charlie J. Honeycutt and Kathryn Honeycutt | 3 |
| 2 | Leroy Bassler and Margaret Bassler | 3 |
| 3 | John Johnson and Eva L. Johnson | 3 |
| 4 | Robert W. Karpe and Phyllis J. Karpe | 3 |
| 5 | Beverly Maher and James F. Maher (successors | 3 |
| 6 | in interest to Carl Ledyard and Christine M. Ledyard) | |
| 7 | A. F. Leiva and Margaret Leiva | 3 |
| 8 | Herb Marble and Dorothy Marble (Department | 3 |
| 9 | of Veterans Affairs of the State of Cali- | |
| 10 | fornia as holder of legal title under Cal | |
| | Vet Loan, First Western Bank and Trust Co., | |
| | assignee of rentals) | |
| 11 | Lee Marigold and Clara Marigold | 3 |
| 12 | Charles Metzler and Margaret Metzler | 3 |
| 13 | Motor Center, a corporation | 3 |
| 14 | O. D. Odin and Ruth M. Odin | 3 |
| 15 | Charles Powell and Elizabeth Powell | 3 |
| 16 | Joseph D. Printup | 3 |
| 17 | William Reeves and Lavonia Reeves | 3 |
| 18 | R. James Reiswig and Alice Knox Reiswig | 3 |
| 19 | William Robinson and Imogene Robinson | 3 |
| 20 | Melvin Ruff and Frances Ruff | 3 |

| | | |
|----|--|---|
| 1 | Tehachapi Unified School District | 3 |
| 2 | Richard Van Burklelee | 3 |
| 3 | Dick Vander Mayden and Opal L. Vander Mayden | 3 |
| 4 | Pete Vukich and Jewell Vukich | 3 |
| 5 | Jerome Warner and Laura Warner | 3 |
| 6 | Howard Welden and Emma Welden aka Erma Welden | 3 |
| 7 | M. R. White and Mildred White | 3 |
| 8 | Edward M. Wiggins and Mary Ellen Wiggins | 3 |
| 9 | Lora M. Woods | 3 |
| 10 | All other parties | 0 |
| 11 | (See definition of "party" as including successors in interest, agents, etc., paragraph 24 hereafter.) | |
| 12 | | |

13 The foregoing injunction as to Defendant GOLDEN HILLS
14 COMMUNITY SERVICES DISTRICT is subject to the exception set forth
15 in paragraph 1 of the Judgment, page 15, lines 1-8.

16 To the extent any party is listed with an Allowed Pumping
17 Allocation above the caption "PARTY DOMESTIC WELLS" and below
18 that caption, the same constitute separate Allowed Pumping
19 Allocations. The wells from which the pumping occurred whereby
20 the Base Water Rights of the parties labeled "PARTY DOMESTIC
21 WELLS" were established are as set forth in Appendix "5" hereto.

22 12. Carry-over of Portion of Allowed Pumping Allocation.

23 In order to add flexibility to the Judgment and assist in the
24 physical solution to the problems of Tehachapi Basin, each
25 party whose Allowed Pumping Allocation is less than its Base
26 Water Right, and who, during a particular calendar year
27 commencing with calendar year 1974, does not extract from
28 Tehachapi Basin a total quantity equal to such party's Allowed

1 Pumping Allocation, is permitted to carry over from such calendar
2 year for a period not in excess of the two next succeeding calendar
3 years the right to extract from Tehachapi Basin so much of said
4 total quantity as it did not extract in the particular calendar
5 year, not to exceed 25% of such party's Allowed Pumping Allocation.

6 For purposes of this paragraph and paragraph 16, the
7 following shall be deemed the order in which water is pumped by an
8 Exchangee in a calendar year: first, any carry-over of Exchange
9 Pool purchases pursuant to paragraph 16(i); next, that party's
10 Allowed Pumping Allocation without regard to the carry-over pro-
11 vided by this paragraph; next, such carry-over with the oldest
12 portion thereof being deemed first pumped; and finally, that party's
13 Exchange Pool purchases during the calendar year. Quantities sub-
14 scribed to the Exchange Pool by any Exchangor during a particular
15 calendar year and allocated among Exchangees shall be deemed
16 pumped by the Exchangor during that calendar year, to the extent
17 imported water is taken by the Exchangor pursuant to paragraph
18 16.

19 13. When Over-extractions May be Permitted.

20 (a) Underestimation of Requirements for Water. Any
21 party hereto either having an Allowed Pumping Allocation or not,
22 who, in good faith, underestimates its requirements for water
23 and, accordingly purchases from the Exchange Pool a lesser
24 quantity than it should have purchased, may extract in a water
25 year an additional quantity of water not to exceed: (i) 10% of
26 such party's Allowed Pumping Allocation or 5 acre feet, whichever
27 is greater, and (ii) any amount in addition thereto which may be
28 approved in advance by the Watermaster, which may be on such

1 conditions as the Watermaster shall impose additional to those
2 hereafter provided, as for example, a deposit to assure adequate
3 Exchange Pool purchases during the ensuing calendar year.

4 (b) Reductions in Allowed Pumping Allocations in
5 Succeeding Years to Compensate for Permissible Over-extractions.

6 Any such party's Allowed Pumping Allocation for the following
7 calendar year shall be reduced by the amount over-extracted pur-
8 suant to subparagraph (a) provided that if the Watermaster
9 determines that such reduction in the party's Allowed Pumping
10 Allocation in one calendar year will impose upon such a party an
11 unreasonable hardship, the said reduction in said party's Allowed
12 Pumping Allocation shall be prorated over a period of two
13 calendar years succeeding that in which the excessive extractions
14 by the party occurred. Application for such relief to the
15 Watermaster must be made not later than the February 10 after the
16 end of the calendar year in which such excessive pumping occurred.

17 (c) Reductions in Allowed Pumping Allocations for the
18 Next Succeeding Calendar Year to Compensate for Non-Permitted
19 Overpumping. Whenever a party over-extracts in excess of 10% of
20 such party's Allowed Pumping Allocation, or 5 acre feet, whichever
21 is greater, and such excess has not been approved in advance by
22 the Watermaster, then such party's Allowed Pumping Allocation
23 for the following calendar year shall be reduced by an amount
24 equivalent to its total over-extractions in the particular
25 calendar year in which it occurred.

26 (d) Exchangors For a Particular Calendar Year May Over-
27 extract in Certain Instances. Where a party has been designated
28 as an Exchangor for a particular calendar year, and is unable

1 by reason of interruption of Plaintiff DISTRICT'S deliveries to
2 comply with its required subscription under paragraph 16, such
3 Exchangor may extract from Tehachapi Basin such additional
4 requirement, but the Exchangor shall then make additional payments
5 for imported water taken as provided in subparagraph (b) of
6 paragraph 16 and the Watermaster in the succeeding year shall apply
7 the provisions of subparagraph (j) of paragraph 16.

8 (e) Reports of Certain Over-extractions to the Court.

9 Whenever a party over-extracts in excess of 10% of such party's
10 Allowed Pumping Allocation, or 5 acre feet, whichever is greater,
11 without having obtained prior approval of the Watermaster,
12 such shall constitute a violation of the Judgment and the Water-
13 master shall make a written report to the Court for such action
14 as the Court may deem necessary. Such party shall be subject
15 to such injunctive and other processes and action as the Court
16 might otherwise take with regard to any other violation of such
17 Judgment.

18 (f) Effect of Over-extractions on Rights. No party who
19 extracts from Tehachapi Basin in any calendar year a greater
20 quantity than its Allowed Pumping Allocation shall acquire any
21 additional rights by reason of such additional extractions.

22 (g) Effect of Negative Allowed Pumping Allocation.

23 Any party who over-extracts in any calendar year so as to
24 result in a negative Allowed Pumping Allocation for the next
25 succeeding calendar year shall in the next succeeding calendar
26 year purchase sufficient Exchange Pool water to meet its
27 deficit and anticipated needs for the next succeeding calendar
28 year.

1 14. Appointment of Watermaster. The Court hereby
2 appoints Plaintiff DISTRICT as Watermaster to administer the
3 Judgment as amended from time to time, with the powers, duties
4 and responsibilities set forth in paragraph 15 hereof and else-
5 where in this Judgment as so amended from time to time. Plaintiff
6 DISTRICT by appropriate resolution of its Board of Directors,
7 filed with this Court, may delegate the various Watermaster
8 functions, or such thereof as it shall determine, to its General
9 Manager and/or Assistant Manager. In addition, the Watermaster
10 may utilize such of Plaintiff DISTRICT'S hired personnel and
11 contracted personnel as it shall deem appropriate in carrying out
12 its said Watermaster functions.

13 15. WATERMASTER ADMINISTRATION PROVISIONS.

14 (a) Duties, Powers and Responsibilities of Watermaster.

15 In order to assist the Court in the administration and enforcement
16 of the provisions of this Judgment and to keep the Court fully
17 advised in the premises, the Watermaster shall have the following
18 duties, powers and responsibilities in addition to those before
19 or hereafter provided in this Judgment:

20 (i) Watermaster May Require Reports, Information
21 and Records. To require of parties the furnishing of such
22 reports, information and records as may be reasonably necessary
23 to determine compliance or lack of compliance by any party with
24 the provisions of this Judgment, and to implement the provisions
25 of the Exchange Pool provided for in paragraph 16, including
26 payments to be made pursuant thereto.

27 (ii) Certain Parties Required to Install Measuring
28 Devices; Watermaster to Interpret and Enforce. Other than

1 hereinafter provided each party shall install on each well a
2 water measuring device of a type prescribed by Watermaster rules
3 on each well. Such devices shall be installed prior to extracting
4 any ground water from Tehachapi Basin on or after January 1, 1974.
5 There shall be excepted from the foregoing purely domestic wells
6 and those wells which in the judgment of the Watermaster will not
7 collectively with any other wells on the same parcel or contiguous
8 parcels, produce 25 acre feet or more in a calendar year, provided
9 that the above exception shall not apply to any party who requests
10 the purchase of Exchange Pool water. Any such exception granted
11 may be later revoked by the Watermaster. The parties shall
12 install and maintain such devices at their own expense.

13 (iii) Inspections by Watermaster. To make inspec-
14 tions of ground water production facilities and measuring devices
15 at such times and as often as may be reasonable under the cir-
16 cumstances, to calibrate or test such devices, and require the
17 parties to provide such maintenance, repairs or replacements
18 as are reasonably necessary to provide accurate water measurement.

19 (iv) Annual Report. The Watermaster shall prepare,
20 file with the Court and mail to each of the parties on or before
21 April 15, 1975 and each year thereafter an annual report for
22 the preceding calendar year, the scope of which shall include
23 but not be limited to the following:

- 24 a. Ground Water Extractions
- 25 b. Exchange Pool Operation
- 26 c. Use of Imported Water
- 27 d. Violations of Judgment and Corrective
- 28 Action Taken

- 1 e. Change of Ownership of Water Rights,
2 Leases and Licenses Thereof
3 f. Watermaster Administration Costs
4 g. A statement, in a separate section, of those
5 matters in the report which constitute
6 written findings, orders or determinations
7 as provided for in subparagraph (c) of this
8 paragraph 15.
9 h. Recommendations, if any

10 (v) Annual Budget and Appeal Procedure in Relation
11 Thereto. The Watermaster shall annually prepare a tentative
12 budget for each calendar year stating the anticipated expense
13 for administering the provisions of this Judgment. The Water-
14 master shall mail a copy of said tentative budget to each of the
15 parties hereto at least 75 days before the beginning of each
16 calendar year. For the first calendar year of operation under
17 this Judgment, if the Watermaster is unable to meet the above
18 time requirement, the Watermaster shall mail said copies as soon
19 as possible. If any party hereto has any objection to said
20 tentative budget, it shall present the same in writing to the
21 Watermaster within 30 days after the date of mailing of said
22 tentative budget by the Watermaster. If no objections are re-
23 ceived within said period, the tentative budget shall become
24 the final budget. If objections are received, the Watermaster
25 shall within 20 days thereafter, consider such objections,
26 prepare a final budget and mail a copy thereof to each party
27 hereto, together with a statement of the amount assessed to
28 each party. Any party may apply to the Court within 30 days

1 after the mailing of such final budget for a revision thereof
2 based on specific objections thereto. The parties hereto shall
3 make the payments otherwise required of them to the Watermaster,
4 even though such a request for revision has been filed with the
5 Court. Upon any revision by the Court the Watermaster shall
6 either remit to the parties their prorata portions of any re-
7 duction in the budget, or credit their accounts with respect
8 to their budget assessments for the next ensuing calendar year,
9 as the Court shall direct.

10 The final budget (after deduction of any portion thereof
11 which Plaintiff DISTRICT shall elect to assume) shall be assessed
12 among the parties having an Allowed Pumping Allocation under
13 this Judgment in the ratio of the quantities of their respective
14 Allowed Pumping Allocations, after first excluding (i) any
15 party having an Allowed Pumping Allocation of 10 acre feet or
16 less and (ii) any party who has not extracted water from Tehachapi
17 Basin for a period of two (2) successive calendar years prior to
18 the calendar year in which the tentative budget should be mailed
19 by the Watermaster under the provisions of this subparagraph (v),
20 and whose Allowed Pumping Allocation has not been utilized in
21 whole or in part during that period, whether by subscription to
22 the Exchange Pool as an Exchangor or otherwise.

23 Payment of the assessment provided for herein, subject
24 to adjustment by the Court as provided, shall be made by each
25 such party prior to beginning of the calendar year to which
26 the assessment relates, or within 90 days after the mailing of
27 the tentative budget, whichever is later. If such payment by
28 any party is not made on or before said date, the Watermaster

1 shall add an administrative charge of 5% thereof to such party's
2 statement plus interest at 1% for each month or part thereof that
3 the payment is delinquent. Payment required of any party here-
4 under may be enforced by execution issued out of the Court, or
5 as may be provided by any order hereinafter made by the Court,
6 or by other proceedings by the Watermaster, or by any party
7 hereto on the Watermaster's behalf. Each party is hereby
8 ordered to pay any such budget assessment within the time herein
9 provided.

10 Any money unexpended at the end of any calendar year
11 shall be applied to the budget of the next succeeding calendar
12 year.

13 (vi) Rules. The Watermaster may adopt and amend
14 from time to time such rules as may be reasonably necessary to
15 carry out its duties, powers and responsibilities under the
16 provisions of this Judgment. The rules shall be effective on
17 such date after the mailing thereof to the parties as is speci-
18 fied by the Watermaster, but not sooner than 30 days after such
19 mailing.

20 (b) Use of Facilities and Data Collected by Other
21 Governmental Agencies. The Watermaster is directed not to
22 duplicate the collection of data relative to conditions of the
23 Tehachapi Basin which is then being collected by one or more
24 governmental agencies, but where necessary the Watermaster may
25 collect supplemental data. Where it appears more economical to
26 do so, the Watermaster is directed to use such facilities or
27 other governmental agencies as are available to it under either
28 no cost or cost agreements with respect to the receipt of

1 reports, billings to parties, mailings to parties, and similar
2 matters.

3 (c) Appeal from Watermaster Decisions Other Than With
4 Respect to Budget. Any party interested therein who has objection
5 to any rule, determination, order or finding made by the Water-
6 master, may make objection thereto in writing delivered to the
7 Watermaster within 30 days after the date the Watermaster mails
8 written notice of the making of such rule, determination, order
9 or finding, and within 30 days after such delivery the Water-
10 master shall consider said objection and shall amend or affirm
11 his rule, determination, order or finding and shall give notice
12 thereof to all parties. Any such party may file with the Court
13 within 30 days from the date of said notice any objection to such
14 rule, determination, order or finding of the Watermaster and
15 bring the same on for hearing before the Court at such time as
16 the Court may direct, after first having served said objections
17 upon all other parties. The Court may affirm, modify, amend
18 or overrule any such rule, determination, order or finding of
19 the Watermaster. The provisions of this paragraph shall not
20 apply to budgetary matters, as to which the appellate procedure
21 has heretofore been set forth. Any objection under this paragraph
22 shall not stay the rule, determination, order or finding of the
23 Watermaster. However, the Court, by ex parte order, may provide
24 for a stay thereof on application of any interested party on
25 or after the date that any such party delivers to the Water-
26 master any written objection. Any matter stated in the annual
27 Watermaster report, affecting the rights of any party, as to
28 which a written determination, order or finding has not

1 theretofore been made shall constitute a written determination,
2 order or finding as the case may be to the extent so stated
3 pursuant to subparagraph (a)(iv)g of this Paragraph 15.

4 (d) Effect of Non-Compliance by Watermaster with
5 Time Provisions. Failure of the Watermaster to perform any
6 duty, power or responsibility set forth in this Judgment within
7 the time limitation herein set forth shall not deprive the
8 Watermaster of authority to subsequently discharge such duty,
9 power or responsibility, except to the extent that any such
10 failure by the Watermaster may have rendered some otherwise
11 required act by a party impossible.

12 (e) Effect of Watermaster Rules, Determinations, Etc.
13 All assessments, rules, requirements, determinations, orders
14 and findings of the Watermaster under this paragraph 15 or other
15 provisions of this Judgment as amended, when final, shall have
16 the same effect as if the Court had ordered and enjoined the
17 parties to do or refrain from doing the particular act involved
18 or to pay the assessment or other payment in this Judgment
19 as amended.

20 16. "Exchange Pool". It is necessary and desirable
21 that a further physical solution be adopted whereby Tehachapi
22 Basin may in effect be utilized to serve the supplemental needs
23 for water of as many of the parties as feasible, consistent with
24 the preservation of that basin, the rights of the parties and
25 contractual restrictions upon Plaintiff DISTRICT with respect to
26 its imported water project. Such can be accomplished through an
27 exchange of water whereby certain parties ("Exchangors") who
28 might not need imported water, but who adjoin or are in economic

1 proximity to Plaintiff DISTRICT's pipeline, are required to take
2 imported water therefrom and reduce their otherwise permitted
3 ground water pumping accordingly to the extent necessary to allow
4 other parties ("Exchangees") to pump their additional needs from
5 Tehachapi Basin, rather than necessitate the construction of
6 expensive distribution facilities. The succeeding provisions,
7 termed the "Exchange Pool" provisions provide for the above
8 objective while providing the necessary monetary adjustments to
9 make the Exchangors economically whole as nearly as feasible.
10 As a result, the Exchangor by taking imported water in lieu of
11 exercising otherwise permitted pumping rights, is in effect
12 exercising that pumping right and the Exchangee, to the extent
13 of pumping pursuant to Exchange Pool purchases, is in effect
14 obtaining imported water.

15 (a) Definitions.

16 (i) "Exchangor" is a party who may be required to
17 reduce its annual ground water extractions below its Allowed
18 Pumping Allocation for the particular calendar year, whereby it
19 will take all or part of what it would otherwise extract from
20 Tehachapi Basin from Plaintiff DISTRICT's imported water supply.
21 Until further amendment hereof, "Exchangor" shall include only
22 the following parties whose pumping rights have heretofore been
23 devoted to agricultural usage, so long as the same are so devoted,
24 with respect to the lands generally shown on Appendix "6":

- 25 (1) Frank Armstrong, Phyllis Armstrong (Mettler
26 & Armstrong, a partnership, tenant)
27 (2) Jacobsen Bros. Turf Farms, Inc.,
a corporation
28 (3) Jacobsen Orchards, Inc., a
corporation

- 1 (4) Joseph F. Noriega and Irma Noriega
2 (5) Tehachapi Orchards, Inc.,
a corporation
3
4 (6) Fred Patterson
5
6 (7) Grant Sullivan and Cozette Sullivan,
Mortimer Sullivan and Susan Sullivan

7 (See definition of party as including successors in
8 interest, agents, etc., paragraph 24 hereafter.)
9

10 In addition, any party who by stipulation with the
11 Watermaster agrees to be an "Exchangor" shall be deemed added to
12 the list contained hereinabove. Any such additional Exchangor
13 shall be a party whose pumping rights have heretofore been devoted
14 to agricultural usage, and such party shall be deemed an Ex-
15 changor only so long as the same are so devoted with respect to
16 lands described or shown by map in the said stipulation.

17 (ii) "Exchangor for the calendar year" shall
18 include one or more Exchangors designated by the Watermaster to
19 so reduce their ground water extractions during a particular
20 calendar year. The Watermaster shall not so designate any Ex-
21 changor unless such party already has a connection to take im-
22 ported water from Plaintiff DISTRICT, or Plaintiff DISTRICT
23 concurrently advises the Exchangor that it will forthwith install
24 at Plaintiff DISTRICT's expense, a connection which will allow
25 that Exchangor to take imported water at such place on its prop-
26 erty so that it can be effectively distributed through any exist-
27 ing distribution system, and Plaintiff DISTRICT does so connect.

28 (iii) "Exchangee" is any party, other than an
Exchangor for the calendar year, who qualifies under the succeed-
ing provisions of this paragraph 16, and timely files a request

1 to purchase Exchange Pool water so as to permit it to extract from
2 Tehachapi Basin during that year quantities additional to its
3 otherwise Allowed Pumping Allocation for the particular calendar
4 year, without application of the provisions of paragraph 13.

5 (iv) "Allowed Pumping Allocation for the calendar
6 year" is the Allowed Pumping Allocation of the party as increased
7 or reduced by acquisitions or dispositions, including in both
8 cases but not limited to sales, leases and licenses, and as in-
9 creased or reduced from time to time after calendar year 1974 on
10 account of permitted carry-overs under paragraph 12 and on account
11 of over-extractions under paragraph 13 or otherwise. Permitted
12 increases in extractions by reason of operation of the Exchange
13 Pool, and permitted carry-overs resulting therefrom, shall not
14 be considered in computing "Allowed Pumping Allocation for the
15 calendar year", but shall be accounted for by the Watermaster
16 separately. Reductions in extractions by Exchangors for the
17 calendar year pursuant to Exchange Pool subscriptions, to the
18 extent of imported water taken, shall be accounted for by the
19 Watermaster as "imported water in lieu of pumping" and shall be
20 considered as having been pumped by that Exchangor. Non-permitted
21 over-extractions (as well as permitted over-extractions) shall
22 reduce the Allowed Pumping Allocation for the following calendar
23 year, but such non-permitted over-extractions shall not prevent
24 invoking any appropriate remedy against such party so over-
25 extracting. An Allowed Pumping Allocation for a particular cal-
26 endar year may be a negative figure.

27 (v) "Term M&I Exchangee" is a party who enters into
28 a term M&I agreement with the Plaintiff DISTRICT as with respect to

1 Exchange Pool water for municipal and industrial use. The Plaintiff
2 DISTRICT shall not be obligated to offer such agreements unless it
3 then offers substantially similar agreements to municipal and
4 industrial users purchasing imported water directly from it.

5 (vi) "Agricultural use" of water is that water used
6 primarily in the commercial production of agricultural crops or
7 livestock, including domestic use incidental thereto, on tracts
8 of land operated in units of more than two (2) acres.

9 (vii) "Municipal and industrial use" or "M&I use"
10 is that use of water for any use that does not come within the
11 definition of agricultural use above.

12 (viii) "Undue hardship" means unusual and severe
13 economic or operational hardship, other than that arising by reason
14 of any differences in cost to a party then having an existing
15 connection for the taking of imported water, or who may economic-
16 ally obtain such a connection as provided in subparagraph (d)(iii),
17 as compared to taking an equivalent quantity from the Exchange Pool
18 as an Exchangee. "Cost" as used in this definition includes all
19 costs including but not limited to drilling and maintaining wells
20 and obtaining a connection for and delivery of imported water.

21 (b) Qualifications for Water Service from Plaintiff
22 DISTRICT: Exchangors and Exchangees. Each Exchangor, upon being
23 designated as an Exchangor for the calendar year, shall, if it is
24 not then so qualified, qualify through appropriate application with
25 Plaintiff DISTRICT for imported water service and shall at all
26 times be subject to and comply with the rules and regulations
27 of Plaintiff DISTRICT as amended from time to time (collectively
28 hereafter in this paragraph 16 referred to as "said rules and

1 regulations") with respect to imported water service, subject to
2 the succeeding provisions and those contained in subparagraph (f).
3 Each party desiring to be an Exchangee shall, prior to being allo-
4 cated Exchange Pool water, so qualify with Plaintiff DISTRICT and
5 shall be subject to and comply with said rules and regulations,
6 provided that its payments for Exchange Pool water and reports
7 shall be made to the Watermaster rather than directly to Plaintiff
8 DISTRICT.

9 To the extent imported water is taken by an
10 Exchangor for a calendar year up to the amount of its "required
11 subscription" to the Exchange Pool as hereafter defined, and in
12 the amount said Exchangor reduces its pumping below its otherwise
13 Allowed Pumping Allocation for the calendar year, such Exchangor
14 shall not be required to make payments to Plaintiff DISTRICT for
15 such quantity, but shall pay the Watermaster in accordance with
16 the provisions of subparagraphs (h) and (i) of this paragraph 16. Non-
17 payment to the Watermaster shall have the same effect as
18 non-payment to the Plaintiff DISTRICT for purposes of the rights
19 of Plaintiff DISTRICT to disconnect for non-payment, to collect
20 reconnection charges and related matters. So long as such
21 Exchangor is in compliance with said required subscription, the
22 first imported water taken by it shall be deemed in lieu of
23 exercising its otherwise Allowed Pumping Allocation for the
24 calendar year, for which payment will be made to the Watermaster
25 under said subparagraphs (h) and (i). If it should later pump or permit
26 pumping in excess of its Allowed Pumping Allocation for the
27 calendar year less the quantity of its required subscription, it
28 shall to that extent forthwith pay to the Plaintiff DISTRICT the

1 amount which would have been owing thereto as a customer of
2 Plaintiff DISTRICT apart from the provisions of this paragraph 16
3 less the sums theretofore paid to the Watermaster with respect to
4 such quantity, and such late charges as may be provided by said
5 rules and regulations; provided such late charges shall not be
6 applicable if such excess pumping is permitted under subparagraph
7 (d) of paragraph 13 and the Exchangor makes any required payment
8 within thirty (30) days. Any such payment shall not relieve such
9 Exchangor from appropriate remedies for violation of this Judgment.
10 For all other imported water taken, such Exchangor shall pay the
11 Plaintiff DISTRICT directly at its applicable rates.

12 (c) Restrictions on Use of Water Purchased From Exchange
13 Pool; Conversion of Use and Additional Payment. Notwithstanding
14 any other provision of this paragraph 16, no party may be an
15 Exchangee with respect to water, nor shall any Exchangee use or
16 permit the use of Exchange Pool water, where by reason of the
17 intended use thereof or place of use such would be contrary to
18 said rules and regulations or no rate therefor has been established
19 under said rules and regulations, or such would be in violation of
20 Plaintiff DISTRICT'S Contract No. 14-06-200-5514A with the United
21 States Department of Interior, Bureau of Reclamation. If any
22 party who shall have ordered Exchange Pool water for agricultural
23 use shall convert the same to municipal and industrial use, that
24 party's Exchange Pool payments to that extent shall be made based
25 on Plaintiff DISTRICT'S rates for municipal and industrial water,
26 and if any such party violates said rules and regulations, it
27 shall pay to the Watermaster, in addition to the Exchange Pool
28 price as hereafter provided, such other charges as would be payable

1 to Plaintiff DISTRICT under its said rules and regulations were the
2 water taken by the Exchange from Plaintiff DISTRICT as a customer
3 without regard to this paragraph 16. Provided a party makes full
4 disclosure to the Watermaster of all facts pertaining thereto, if
5 the Watermaster makes an erroneous determination that the proposed
6 use does not violate the provisions of this subparagraph, and allo-
7 cates the requested Exchange Pool water to the Exchangee, such
8 determination shall be considered final for that calendar year
9 insofar as the Exchangee is concerned.

10 (d) Parties Who May Purchase Water From Exchange Pool;

11 Restriction on Use. Any party may purchase water from the Exchange
12 Pool except: (i) an Exchangor for the particular calendar year with
13 respect to the lands generally shown on Appendix "6"; (ii) a party
14 with respect to water required for agricultural use on lands conti-
15 guous to Plaintiff's pipeline or lines for delivery of imported
16 water, and (iii) a party with respect to water required for agri-
17 cultural use on lands in such proximity to Plaintiff's pipeline or
18 lines that such party, in relation to the quantity of water needed,
19 can economically obtain a connection thereto, as determined by the
20 Watermaster - unless and to the extent that such party is able to
21 establish to the satisfaction of the Watermaster that there would
22 be an undue hardship to require that party to take all of its
23 supplemental needs for that land, over and above its Allowed Pumping
24 Allocation for the particular calendar year, directly from the im-
25 ported water supply. Any request from such a party having such a
26 connection or who can so obtain a connection, with respect to the
27 lands capable of being serviced therefrom, shall contain facts upon
28 which the undue hardship is claimed, and the Watermaster shall limit

1 Exchange Pool participation to the quantities reasonably required to
2 eliminate such undue hardship. Notwithstanding the foregoing, no
3 party who is then in default on payment of any prior Exchange Pool
4 purchase or any Watermaster administration assessment or who is not
5 then qualified to obtain imported water from Plaintiff DISTRICT may
6 purchase water from the Exchange Pool. Notwithstanding the fore-
7 going, the owner from time to time of the "Bisbee" property shown on
8 Appendix "6" hereto shall not be an Exchangee unless a stipulation
9 with the Watermaster is entered into adding that owner as an "Ex-
10 changor" under subparagraph (a)(i) above of this paragraph 16. Such
11 stipulation shall be entered into by the Watermaster upon request by
12 such owner, whereupon such owner shall be entitled to be an Ex-
13 changee with respect to said Bisbee property, except to the extent
14 such owner as to any calendar year has been designated as an
15 Exchangor for the particular calendar year. Any such owner who is a
16 successor in interest of Defendant J. G. BISBEE shall first become
17 a party of record.

18 (e) Reports by Exchangor and Requests by Exchangees. No
19 later than February 1 of each calendar year, commencing with 1974,
20 each Exchangor shall file with the Watermaster an estimate of its
21 agricultural water requirements for that calendar year with respect
22 to the property as shown on Appendix "6" by reason of which it is an
23 Exchangor. By the same date each party desiring to purchase water
24 from the Exchange Pool as an Exchangee shall file with the Watermaster
25 a request to so purchase, setting forth, in addition to any infor-
26 mation required under subparagraphs (c) and (d), the amount of water
27 in acre feet that such party estimates it will require during the
28 then current calendar year in excess of its Allowed Pumping

1 Allocation for that particular calendar year. In addition, the
2 request, which shall be on a form provided by the Watermaster, shall
3 contain such other information as the Watermaster shall require,
4 including but not limited to the place of use and whether the water
5 will be used for agricultural use or M&I use, or partially for each,
6 and if so the quantity to be employed for each such use. No such
7 request to purchase Exchange Pool water shall be honored with respect
8 to any water to be used contrary to the restrictions in subparagraph
9 (c). No quantity designated for agricultural use shall be employed
10 for M&I use. By the same date each Exchangor shall likewise file
11 a contingent request to purchase Exchange Pool water, containing
12 the same information, to be applicable in the event that that
13 Exchangor is not designated by the Watermaster as an Exchangor for
14 that calendar year.

15 Each Exchange Pool request shall contain the offer
16 by the Exchangee to pay to the Watermaster the Exchange Pool price
17 for each acre foot so requested, which upon notification from the
18 Watermaster pursuant to subparagraph (g) shall constitute an
19 agreement to so pay. Such application shall also contain the
20 agreement of the party to comply with all other provisions of this
21 paragraph 16 and with such other provisions not inconsistent with
22 this Judgment as amended, as the Watermaster shall insert therein.

23 (f) Designation of Exchangors for Calendar Year. On or
24 prior to March 1 of each calendar year, the Watermaster shall
25 designate those Exchangors who shall serve as Exchangors for
26 that calendar year by written notice to them. In selecting
27 such Exchangors the Watermaster shall attempt to utilize the
28 least number of Exchangors necessary and apply such other

1 criteria as may be relevant. No Exchangor shall be designated
2 as an Exchangor for a calendar year unless to the extent it
3 already has an adequate connection for the taking of imported
4 water or concurrently with its designation Plaintiff DISTRICT
5 notifies that Exchangor that upon application for wa er service
6 it will install the necessary facilities in accordance with
7 subparagraph (a)(ii) of this paragraph 16 at Plaintiff DISTRICT'S
8 own expense but otherwise in accordance with Plaintiff DISTRICT'S
9 rules and regulations. No Exchangor shall be designated as an
10 Exchangor for a calendar year if the same will result in "undue
11 hardship" (see subparagraph (a)(viii)). If an Exchangor is so
12 designated and such undue hardship later appears, the Watermaster
13 shall rescind that designation with the same effect and conse-
14 quences as set forth in paragraph 13(d).

15 (g) Notification of Honoring of Exchange Pool Requests
16 and Allocation of Subscriptions Among Exchangors for Calendar
17 Year. On or before March 1 of each calendar year the Watermaster
18 shall notify each Exchangee of the quantity of Exchange Pool
19 water which it has purchased, and shall notify each Exchangor
20 for the calendar year of the quantity by which it is required to
21 reduce its pumping below its otherwise Allowed Pumping Allocation
22 for that calendar year, sometimes in this paragraph 16 referred to
23 as the Exchangor's "required subscription." Every request to
24 purchase Exchange Pool water by a party entitled to request to
25 purchase the same under the foregoing provisions of this paragraph
26 16, and where the use or place of use will not violate any of
27 said foregoing provisions, shall be honored by the Watermaster.
28 In the event that the party is then in default under any other

1 provision of this Judgment as amended other than as related to
2 payment, the Watermaster may honor such request on such conditions
3 as the Watermaster may impose, which shall be stated in the
4 notice sent. At the same time the Watermaster shall allocate
5 such Exchange Pool requests so honored among the Exchangors for
6 the particular calendar year in such quantities as the Watermaster
7 shall determine. Along with the notices provided for by this
8 subparagraph, the Watermaster shall notify each Exchangee of
9 the price to be paid for Exchange Pool water by that Exchangee
10 and the schedule for payments, and shall notify each Exchangor,
11 for the calendar year of schedule of payments from that Exchangor
12 with respect to its required subscription.

13 (h) Exchange Pool Price to be Paid by Exchangees;
14 Amounts to be Paid by Exchangors for Calendar Year and to
15 Plaintiff DISTRICT. The price to be paid by Exchangees for
16 Exchange Pool water shall be determined as follows. The appli-
17 cable rate of the Plaintiff DISTRICT for the classification of
18 use by each Exchangee (e.g. agricultural, normal M&I, Term M&I)
19 shall be determined. If as of January 1 in a calendar year
20 there is a scheduled rate increase to take effect during the
21 calendar year, the applicable rates for that classification shall
22 be averaged based on the number of months April through September,
23 inclusive, that each such rate is scheduled to be in effect. To
24 the resulting rate or average rate so determined as to each
25 Exchangee, there shall be added the amount of Watermaster
26 administration assessment per acre foot for that calendar year
27 (paragraph 15(a)(v)) and then there shall be deducted the "cost
28 of pumping" and the resulting figure shall be the Exchange Pool

price to be paid by the Exchangee to the Watermaster on account of each acre foot (or proportionate amount for a partial acre foot) of Exchange Pool water ordered for the calendar year.

"Cost of pumping" shall mean the sum of Fifteen Dollars (\$15.00) per acre foot as increased by the Watermaster to reflect the percentage increase in applicable Southern California Edison Company rates for electrical energy effective as of the January 1 of the calendar year involved as compared to those in effect as of August 15, 1973. The Watermaster shall annually determine "cost of pumping" in accordance with the above. Said "cost of pumping" formula is hereby determined to yield a dollar figure per acre foot which fairly represents the saving to an Exchangor for a calendar year in taking imported water from Plaintiff DISTRICT in lieu of pumping that quantity as a part of its Allowed Pumping Allocation for that calendar year.

Example No. 1 (based on current Plaintiff DISTRICT rate for agricultural rate of \$35.00 and an Exchangee using water for agricultural use):

| | <u>Per Acre Foot</u> |
|-------------------------------|----------------------|
| a) Plaintiff DISTRICT rate | \$ 35.00 |
| b) Watermaster administration | |
| assessment (assumed) | <u>1.00</u> |
| | \$ 36.00 |
| c) Less cost of pumping | <u>15.00</u> |
| d) Exchange Pool Price | <u>\$ 21.00</u> |

Example No. 2 (based on current Plaintiff DISTRICT rate of \$90.00 for "Term M&I" water,

1 with an Exchangee utilizing the water for
2 municipal and industrial purposes and having
3 a Term M&I Agreement with Plaintiff DISTRICT):

| | <u>Per Acre Foot</u> |
|--|----------------------|
| 4 | |
| 5 a) Plaintiff DISTRICT rate | \$ 90.00 |
| 6 b) Watermaster administration | |
| 7 assessment (assumed) | 1.00 |
| 8 | <u>\$ 91.00</u> |
| 9 c) Less cost of pumping | 15.00 |
| 10 d) Exchange Pool Price to Exchangee | <u>\$ 76.00</u> |

11 There shall be paid by each Exchangor for the calendar
12 year to the Watermaster a sum equal to the "cost of pumping" for
13 that calendar year less the Watermaster administration assessment,
14 both computed for each acre foot (or a proportionate amount for
15 any partial acre foot) of imported water taken by that Exchangor
16 up to the amount of its required subscription to the Exchange
17 Pool. The Watermaster may delegate the billing function to
18 Plaintiff DISTRICT in its capacity as a district, and payments
19 may be received by Plaintiff DISTRICT in that capacity and
20 credited to the Watermaster.

21 Payments made to the Watermaster by Exchangors for
22 the calendar year and by Exchangees shall be paid by the
23 Watermaster to the Plaintiff DISTRICT to be utilized by it
24 in the same manner as moneys received by Plaintiff DISTRICT
25 for the direct delivery of water from its imported water
26 facility.

27 (i) Timing and Amounts of Payments to be Made by
28 Exchangees and By Exchangors for a Calendar Year. Exchangees must

1 pay the Watermaster for all Exchange Pool water ordered for the
 2 calendar year, whether or not utilized, but any quantity not
 3 utilized shall be credited to that party and may be used in sub-
 4 sequent calendar years provided that the Exchangees shall in the
 5 subsequent calendar year in which utilized pay any increase in
 6 the then Exchange Pool price. Payments by Exchangees shall be
 7 made in six (6) equal monthly installments to the Watermaster on
 8 or before the last day of April and on or before the last day of
 9 each five (5) succeeding calendar months to and inclusive of
 10 September. Payments from Exchangors to the Watermaster shall be
 11 made within the time provided in Plaintiff DISTRICT'S said rules
 12 and regulations for delivery of imported water, based on the
 13 provisions of subparagraph (b), and subject to those provisions.

14 (j) Procedure if Requests Honored Exceed Subscriptions.
 15 If Exchange Pool requests entitled to be honored exceed available
 16 subscriptions from Exchangors during the particular calendar year,
 17 such requests shall nonetheless be honored. The Watermaster
 18 shall attempt to enlist on a voluntary basis additional Exchangors
 19 for that particular calendar year in order to balance the Exchange
 20 Pool. Any deficit in subscriptions shall be carried over to the
 21 next ensuing calendar year and made up by an excess of subscrip-
 22 tions over requests in said next calendar year.

23 (k) Adjustment of Exchange Pool. The Watermaster may
 24 make such adjustments to Exchange Pool required subscriptions
 25 and purchases during the calendar year, at the request of parties,
 26 on such conditions as it determines will yield results consistent
 27 with what would have occurred had the Exchange Pool required
 28 subscriptions and purchases been initially allocated with such
 29 adjustments.

1 (1) Additional Pumping by Exchangers Pursuant to
2 Exchange Pool Provisions. An Exchanger may extract from Tehachapi
3 Basin in a particular calendar year, in addition to its Allowed
4 Pumping Allocation for that calendar year, the quantity of water
5 which it has requested to purchase from the Exchange Pool during
6 that calendar year and which has been allocated to it pursuant
7 to the provisions of subparagraph (g).

8 (m) Reduction in Pumping by Exchangers. Each Exchanger
9 for a calendar year shall reduce its pumping from Tehachapi Basin
10 during that calendar year to the quantity equal to its Allowed
11 Pumping Allocation for that calendar year less its required
12 Exchange Pool subscription, subject to the provisions of sub-
13 paragraph (d) of paragraph 13.

14 (n) Certain Agricultural Uses to be Computed at M&I
15 Rates. Notwithstanding the foregoing provisions of this paragraph
16 16, to the extent that an Exchanger would, if taking water directly
17 from Plaintiff DISTRICT'S imported water project, come within the
18 provisions of Section 3 of Part B of Plaintiff DISTRICT'S said
19 rules and regulations, a copy of which is attached as Appendix "7",
20 Exchange Pool prices for each Exchanger shall be predicated upon
21 the applicable M&I rate notwithstanding that the use may be
22 agricultural.

23 (o) Watermaster to Make Certain Determinations Re
24 Property on Which Water Rights were Developed. In applying the
25 foregoing subparagraph, the Watermaster shall make the applicable
26 determinations. In addition, the Watermaster as part of its first
27 annual report shall include a designation of those water rights
28 which originate from water production for agricultural use and the

1 parcel or parcels on which said rights were developed, either by
2 map or appropriate legal description. Such determinations of
3 the Watermaster shall be subject to appeal as provided in sub-
4 paragraph (c) of paragraph 15 hereof.

5 17. Transfers, Leases, Etc., of Water Rights. As used
6 in this paragraph the word "transfer" includes any conveyance,
7 lease, license or other type of transaction of whatever kind or
8 nature, whereby another person becomes entitled to exercise, for
9 whatever period, any water rights of a party.

10 Any transfer of water rights determined in this
11 Judgment, as amended, other than a month-to-month lease of property
12 to which a domestic well water right is appurtenant, shall be in
13 writing. Each transfer required to be in writing and any other
14 which is in writing shall contain substantially the following
15 provision:

16 "Pumping from the underground, surface
17 diversions, and any water rights involved
18 in this transaction, are subject to the
19 provisions and limitations contained in
20 the Judgment, as amended from time to time,
21 in the case of 'Tehachapi-Cummings County
22 Water District, etc., Plaintiff vs. City
23 of Tehachapi, et al., Defendants', Kern
24 County Superior Court No. 97210."

25 The transferor shall comply with the provisions of
26 this paragraph and shall file a copy of the instrument of transfer
27 with the Watermaster within ten (10) days after its effective
28 execution. Any transfer apart from land or a portion thereof on

1 which a water right was theretofore exercised must be filed with
2 the Watermaster on or before March 1 of a calendar year to be
3 effective for that year.

4 18. Prior Approval of Watermaster for Extraction of Water
5 Under Water Rights at Different Location Than Where Developed.

6 Any water rights adjudicated in this Judgment, as amended, shall
7 not be exercised by extraction of ground water other than on a
8 parcel of land on which some or all of the party's right was
9 originally developed, or on land contiguous thereto, without the
10 prior written approval of the Watermaster. No disapproval shall
11 be made except upon a determination and finding in writing by the
12 Watermaster that the exercise at such different location will sub-
13 stantially and adversely affect other persons entitled to pump
14 from the underground or will transfer increased pumping to an area
15 with a serious cone of depression. Nothing contained in paragraph
16 17 or this paragraph renders transferable to any other location any
17 water rights determined by other provisions of this judgment, as
18 amended, to be exerciseable or useable only on specific property,
19 or transferable only with specific property.

20 19. Various Provisions Constitute Portions of Injunction.

21 Each and every provision of this Judgment as amended, directed
22 against any party defendant to the extent that it requires any
23 party to do or to refrain from doing any act or to make any payment,
24 shall be deemed injunctive provisions regardless of the terminology
25 employed.

26 20. Scope of Injunction; Enforcement of Judgment. Every
27 provision of this Judgment as amended requiring any party to do
28 or to refrain from doing any act, or providing that any party

1 shall do or refrain from doing any act, or to pay any sum of
2 money, including those deemed a part of this Judgment as amended
3 pursuant to subparagraph (e) of paragraph 15, shall be deemed
4 worded as a direct order and injunction, and shall be enforceable
5 by contempt proceedings issuing from this Court at the instance
6 of Plaintiff DISTRICT, the Watermaster as officer of the Court,
7 or at the instance of any other party. Any such injunctive
8 proceedings need only be served upon the party affected thereby.
9 In addition, the Watermaster may use any other legal means of
10 collection of any sums provided to be paid by or pursuant to this
11 Judgment as amended. Subject to the appeal provisions hereinbefore
12 provided, the rules of the Watermaster and the findings, orders
13 and determinations of the Watermaster shall be deemed a part of
14 this Judgment as amended for purposes of this paragraph.

15 21. Designees of Parties for Service, Etc. Each party
16 shall, within thirty (30) days after service of written notice
17 to do so, file with the Court, with proof of service of a copy
18 upon the Watermaster, a written designation of the person to
19 whom and the address at which all future notices, determinations,
20 requests, demands, objections, reports and other papers and
21 processes to be served upon that party or delivered to that party
22 are to be so served or delivered.

23 A later substitute designation filed and served
24 in the same manner by any party shall be effective five (5) days
25 from the date of filing as to the then future notices, determinations
26 requests, demands, objections, reports and other papers and
27 processes to be served upon or delivered to that party.

28 Delivery to or service upon any party by the

1 Watermaster, by any other party, or by the Court, of any item
2 required to be, or which may be, served upon or delivered to a
3 party under or pursuant to the Judgment may be by deposit in the
4 mail, first class, postage prepaid, addressed to the designee
5 and at the address in the latest designation filed by that party.

6 22. No Loss of Rights by Non-Use. It is in the interest
7 of reasonable beneficial use of the Basin and its water supply
8 that no party be encouraged to take and use more water in any
9 calendar year than is actually required. Failure to produce all
10 of the water to which a party is entitled hereunder, for whatever
11 period, shall not, in and of itself, be deemed or constitute an
12 abandonment or loss of such party's right, in whole or in part.
13 Abandonment and extinction of any right herein adjudicated shall
14 be accomplished only by (1) a written election by the party,
15 filed in this case, or (2) upon noticed motion of Watermaster, or
16 another party, and after hearing. In either case, such abandonment
17 shall be confirmed by express subsequent order of this Court.
18 Non-use pursuant to a prior written agreement with the Watermaster
19 therefor shall be deemed a beneficial use by way of replenishment
20 of Tehachapi Basin.

21 23. Continuing Jurisdiction of the Court. In addition
22 to the continuing jurisdiction provided in paragraph 3 of said
23 Judgment, which includes the power to redetermine safe yield
24 from time to time, the Court retains continuing jurisdiction to
25 amend, modify, delete and revise all provisions of these amendments
26 to said Judgment, and in this regard to appoint a substitute
27 Watermaster from time to time, either on the Court's own motion
28 with appropriate notice to the parties, or on motion of any party

1 or the Watermaster.

2 24. Successors in Interest. This Judgment as amended,
3 and the provisions hereof, are all applicable to and binding upon
4 not only the parties hereto, but as well upon their respective
5 heirs, executors, administrators, assigns, lessees, licensees or
6 other successors of whatever classification ("successors"
7 collectively hereafter), and to the agents, employees and attorneys
8 in fact of any such persons having actual or constructive notice
9 of said Judgment or of this action from the date of its filing.
10 The injunctive provisions herein contained run equally against
11 all such persons, and all successors, whether the same have
12 heretofore or hereafter become successors. Successors may become
13 formal parties of record in the same manner as "New Pumpers"
14 under paragraph 6 of said Judgment or by any other appropriate
15 means.

16 THE CLERK WILL FILE AND ENTER THIS "AMENDMENT TO
17 JUDGMENT" IN THE JUDGMENT BOOK FORTHWITH.

18 DATED: November 14, 1973

19 /s/ JAY R. BALLANTYNE
20 _____
21 Judge of the Superior Court

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28

TEHACHAPI BASIN AREA

All those portions of T. 31 S., R. 33 E.; T. 32 S., R. 32 E.; T. 32 S., R. 33 E.; and T. 32 S., R. 34 E., M.D.M.; and T. 12 N., R. 14 W.; T. 12 N., R. 15 W.; T. 11 N., R. 15 W., and T. 11 N., R. 14 W., S.B.M., Kern County, California, bounded as follows:

Beginning at the Southwest corner of Section 33, T. 32 S., R. 34 E., M.D.M.;

thence Easterly to the Southeast corner of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of said Section 33;

thence Northerly to the Northeast corner of said $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 33;

thence Easterly to the center $\frac{1}{4}$ corner of said Section 33;

thence Northerly to the $N\frac{1}{4}$ corner of said Section 33;

thence Easterly along the North line of said Section 33 to a point lying 1110 feet Westerly of the Northeast corner of said Section 33;

thence Northeasterly 2080 feet to a point lying 275 feet West of the East line of Section 28, T. 32 S., R. 34 E., M.D.M.;

thence Northwesterly 3450 feet to a point on the North line of said Section 28, said point lying 1110 feet Westerly of the NE corner of said Section 28;

thence Westerly to the $S\frac{1}{4}$ corner of Section 21, T. 32 S., R. 34 E., M.D.M.;

thence Northerly to the NE corner of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of said Section 21;

thence Westerly to the NW corner of said $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 21;

thence Westerly to the NW corner of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 20,

T. 32 S., R. 34 E., M.D.M.;

thence Northerly to the NE corner of the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 19, T. 32 S., R. 34 E., M.D.M.;

thence Westerly to the NW corner of said $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 19;

thence Southerly to the SW corner of said $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 19;

thence Westerly to the SE corner of the $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of said Section 19;

thence Northerly to the NE corner of said $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 19;

thence Westerly to the NW corner of said Section 19;

thence Northerly to the SW corner of the $NW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 18, T. 32 S., R. 34 E., M.D.M.;

thence Easterly to the SE corner of said $NW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 18;

thence Northerly to the NE corner of said $NW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 18;

thence Easterly to the center $\frac{1}{4}$ corner of said Section 18;

thence Northerly to the SW corner of the $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said Section 18;

thence Easterly to the SE corner of said $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 18;

thence Northerly to the NE corner of said $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 18;

thence Northerly to the NE corner of the $W\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 7,

T. 32 S., R. 34 E., M.D.M.;

thence Westerly to the SE corner of the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of said Section 7;

thence Northerly to the NE corner of said $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 7;

thence Westerly to the NW corner of said $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 7;

thence Northerly to the NW corner of said Section 7;

thence Northerly to the $W\frac{1}{4}$ corner of Section 6, T. 32 S., R. 34 E., M.D.M.;

thence Easterly along the South line of the $NW\frac{1}{4}$ of said Section 6

to a point lying 1210 feet Westerly of the center $\frac{1}{4}$ corner of Section 6;
thence Northeasterly 1900 feet to a point lying 940 feet West of the
East line of said NW $\frac{1}{4}$ of said Section 6;
thence Northwesterly 700 feet to a point on the North line of said
Section 6;
thence Westerly 1725 feet to the NW corner of said Section 6;
thence Westerly to the S $\frac{1}{4}$ corner of Section 36, T. 31 S., R. 33 E.,
M.D.M.;
thence Northerly to the NE corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said
Section 36;
thence Westerly to the NW corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36;
thence Northerly to the SE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said
Section 36;
thence Westerly to the SW corner of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36;
thence Northerly to the NW corner of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36;
thence Westerly to the SW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35,
T. 31 S., R. 33 E., M.D.M.;
thence Southerly to the SW corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said
Section 35;
thence Easterly to the SE corner of said Section 35;
thence Easterly to the NE corner of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 1,
T. 32 S., R. 33 E., M.D.M.;
thence Southerly to the SE corner of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 1;
thence Westerly to the W $\frac{1}{4}$ corner of said Section 1;
thence Southerly to the NW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said
Section 1;

thence Easterly to the NE corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1;
thence Southerly to the SE corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1;
thence Southerly to the SE corner of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 12,
T. 32 S., R. 33 E., M.D.M.;

thence Easterly to the S $\frac{1}{4}$ corner of said Section 12;
thence Southerly to the NE corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 13,
T. 32 S., R. 33 E., M.D.M.;

thence Westerly to the NW corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 13;
thence Southerly to the SW corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 13;
thence Westerly to the SW corner of said Section 13;
thence Westerly to the SE corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14;
T. 32 S., R. 33 E., M.D.M.;

thence Northerly to the NE corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14;
thence Westerly to the NW corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14;
thence Southerly to the S $\frac{1}{4}$ corner of said Section 14;
thence Southerly to the center $\frac{1}{4}$ corner of Section 23, T. 32 S.,
R. 33 E., M.D.M.;

thence Westerly to the SE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said
Section 23;
thence Northerly to the NE corner of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23;
thence Westerly to the NW corner of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23;
thence Northerly to the NW corner of said Section 23;
thence Northerly to the E $\frac{1}{4}$ corner of Section 15, T. 32 S., R. 33 E.,
M.D.M.

thence Westerly to the $W\frac{1}{4}$ corner of said Section 15;
thence Northerly to the SW corner of the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of said Section 15;
thence Easterly to the SE corner of said $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 15;
thence Northerly to the NE corner of said $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 15;
thence Northerly to the NE corner of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 10.
T. 32 S., R. 33 E., M.D.M.;
thence Westerly to the NW corner of said $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 10;
thence Northerly to the $E\frac{1}{4}$ corner of Section 9, T. 32 S., R. 33 E., M.D.M.;
thence Westerly to the NE corner of the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section 9;
thence Southerly to the SE corner of said $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 9;
thence Westerly to the NW corner of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of said Section 9;
thence Westerly to the NW corner of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 8,
T. 32 S., R. 33 E., M.D.M.;
thence Southerly to the SW corner of said $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 8;
thence Southerly to the SE corner of the $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 17;
T. 32 S., R. 33 E., M.D.M.;
thence Westerly to the SW corner of said $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 17,
thence Southerly to the center $\frac{1}{4}$ corner of said Section 17;
thence Westerly to the $W\frac{1}{4}$ corner of said Section 17;
thence Westerly to the SW corner of the $E\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 18;
T. 32 S., R. 33 E., M.D.M.;
thence Northerly to the NW corner of said $E\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 18;
thence Northerly to the NW corner of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 7,
T. 32 S., R. 33 E., M.D.M.;
thence Westerly to the NE corner of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of said Section 7;

thence Northerly to the SE corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 7;

thence Westerly to the SW corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7;

thence Westerly to the SW corner of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 12;

T. 32 S., R. 32 E., M.D.M.;

thence Northerly to the N $\frac{1}{4}$ corner of said Section 12;

thence Westerly to the NW corner of said Section 12;

thence Southerly to the SE corner of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 11,

T. 32 S., R. 32 E., M.D.M.;

thence Westerly to the SW corner of said N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 11;

thence Southerly to the center $\frac{1}{4}$ corner of said Section 11;

thence Westerly to the NW corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 11;

thence Southerly to the SW corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11;

thence Easterly to the NW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 11;

thence Southerly to the SW corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11;

thence Southerly to the NW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14,

T. 32 S., R. 32 E., M.D.M.;

thence Westerly to the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 14

thence Southerly to the SE corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14;

thence Southerly to the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23,

T. 32 S., R. 32 E., M.D.M.;

thence Easterly to the SE corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23;

thence Southerly to the center $\frac{1}{4}$ corner of said Section 23;

thence Westerly to the NE corner of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 23;

thence Southerly to the SE corner of said $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 23;
thence Southerly to the SE corner of the $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 26,
T. 32 S., R. 32 E., M.D.M.;
thence Westerly to the $W\frac{1}{2}$ corner of said Section 26;
thence Southerly to the SW corner of said Section 26;
thence Southerly to the SW corner of the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section
35, T. 32 S., R. 32 E., M.D.M.;
thence Easterly to the NW corner of the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 35,
T. 32 S., R. 32 E., M.D.M.;
thence Southerly to the SW corner of said $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 35;
thence Easterly to the $E\frac{1}{4}$ corner of said Section 35;
thence Easterly to the center $\frac{1}{4}$ corner of Section 36, T. 32 S.,
R. 32 E., M.D.M.;
thence Southerly to the SE corner of the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of said Section 36;
thence Easterly to the NE corner of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section 36;
thence Easterly to the NE corner of the $S\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 31.
T. 32 S., R. 33 E., M.D.M.;
thence Southerly to the SE corner of said Section 31;
thence Easterly to the $N\frac{1}{2}$ corner of Section 34, T. 12 N., R. 15 W.,
S.B.M.;
thence Southerly to the NW corner of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of said
Section 34;
thence Easterly to the NE corner of said $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 34;
thence Southerly to the SE corner of said $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 34;
thence Easterly to the $E\frac{1}{4}$ corner of said Section 34;

thence Southerly to the NW corner of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 35,
T. 12 N., R. 15 W., S.B.M.;

thence Easterly to the NE corner of said $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 35;
thence Southerly to the $S\frac{1}{2}$ corner of said Section 35;
thence Easterly to the NW corner of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 2,
T. 11 N., R. 15 W., S.B.M.;

thence Southerly to the SW corner of said $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 2;
thence Easterly to the SE corner of said $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 2;
thence Easterly to the SE corner of the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 1,
T. 11 N., R. 15 W., S.B.M.;

thence Northerly to the NE corner of said $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 1;
thence Easterly to the NW corner of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of said
Section 1;

thence Southerly to the NE corner of the $SW\frac{1}{4}$ of the $SE\frac{1}{4}$ of said
Section 1;

thence Westerly to the NW corner of said $SW\frac{1}{4}$ of the $SE\frac{1}{4}$ of section 1;

thence Southerly to the $S\frac{1}{4}$ corner of said Section 1;

thence Southerly to the SE corner of the $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 12,
T. 11 N., R. 15 W., S.B.M.;

thence Westerly to the SW corner of said $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 12;

thence Southerly to the SE corner of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of said Section 12;

thence Westerly to the SW corner of said Section 12,

thence Southerly to the NE corner of the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 14,

T. 11 N., R. 15 W., S. B.M.

thence Westerly to the NW corner of said $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 14;

thence Southerly to the SW corner of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14,
thence Westerly to the SE corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said
Section 14;

thence Northerly to the NE corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14;
thence Westerly to the NW corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14;
thence Southerly to the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said
Section 14;

thence Easterly to the NE corner of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 14;
thence Easterly to the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 13,
T. 11 N., R. 15 W., S.B.M.;

thence Northerly to the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 13;
thence Easterly to the SE corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13;
thence Northerly to the N $\frac{1}{4}$ corner of said Section 13;
thence Northerly to the center $\frac{1}{4}$ corner of Section 12, T. 11 N., R. 15 W.,
S.B.M.;

thence Easterly to the E $\frac{1}{4}$ corner of said Section 12;
thence Northerly to the SW corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7,
T. 11 N., R. 14 W., S.B.M.;

thence Easterly to the SE corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7;
thence Southerly to the SW corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said
Section 7;

thence Easterly to the S $\frac{1}{4}$ corner of Section 7;
thence Northerly to the NW corner of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said
Section 7;

thence Easterly to the NE corner of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 7;

thence Northerly to the NE corner of said Section 7;

thence Easterly to the SE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 5,
T. 11 N., R. 14 W., S.B.M.:

thence Northerly to the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said
Section 5;

thence Easterly to the SE corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 5;

thence Northerly to the N $\frac{1}{4}$ corner of said Section 5;

thence Northerly to the center $\frac{1}{4}$ corner of Section 32, T. 12 N.,
R. 14 W., S.B.M.;

thence Westerly to the SW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said
Section 32;

thence Northerly to the NW corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32;

thence Easterly to the NE corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32;

thence Northerly to the N $\frac{1}{4}$ corner of said Section 32;

thence Easterly to the NW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said
Section 32;

thence Southerly to the NW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said
Section 32;

thence Easterly to the NE corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of
Section 32;

thence Southerly to the SE corner of said Section 32;

thence Easterly to the SE corner of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of
Section 33, T. 12 N., R. 14 W., S.B.M.;

thence Northerly to the NE corner of said W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of
Section 33;

thence Easterly to the center $\frac{1}{4}$ corner of said Section 33;
thence Northerly to the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said
Section 33;
thence Easterly to the SE corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of
Section 33;
thence Northerly to the NE corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of
Section 33;
thence Easterly to the NE corner of said Section 33;
thence Easterly to the SW corner of Section 32, T. 32 S., R. 34 E,
M.D.M.;
thence Easterly to the N $\frac{1}{4}$ corner of Section 34, T. 12 N., R. 14 W,
S.B.M.
thence Southerly to the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said
Section 34;
thence Easterly to the SE corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section
34;
thence Northerly to the NE corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of
Section 34;
thence Easterly to the NE corner of said Section 34;
thence Easterly to the SW corner of Section 33, T. 32 S. R. 34 E.,
M.D.M. said SW corner being the point of beginning of this
description.

PARTY DOMESTIC WELLS

PARTY

WELL NUMBER

| | |
|---|----------------------------------|
| Lester J. Anderson and Leatta M. Anderson | 32S/33E - 30B1 |
| Sam Ashe and Esther Ashe | 32S/33E - 22C1 |
| Alverda Bassler and George Bassler | 32S/33E - 26B1 |
| Endelva Troy and Vincent J. Troy (successors in interest to Vance Brite & Hattie Brite) | 32S/32E - 26B1 |
| John Spoor Broome | 32S/33E - 8B1 |
| Haskell Brummett & Dwana M. Brummett | 32S/33E - 22D1, 22D2 |
| Morris Burton & Virginia Ellen Burton | 32S/32E - 36A1 |
| Gertrude D. Carroll | 32S/32E - 26P1 |
| Alice Cazacus Seeger | 32S/33E - 19K2 |
| Henry D. Church, Maxine Church, Edmond Fowler, Billie J. Fowler, Glen Killingsworth and Mildred Killingsworth, Marion Killingsworth and Dora Killingsworth | 32S/33E - 19J2 |
| Lewis A. Colvin and Nan L. Colvin | 32S/32E - 25N2 |
| Lewis M. Dye, Sr. | 32S/33E - (29C1), 29C4 |
| W. J. Ford and Rose B. Ford | 32S/33E - 20P5 |
| Lewis Foster and Dorothy Foster | 32S/32E - 23H1, 23H2 |
| Fred-Lite Blocks, Inc., a corporation | 32 S/33E - 19H3 |
| Kenneth Frederick | 32S/32E - 23Q1 |
| Robert B. Freeman, Jr. & Betty Lou Freeman | 32S/33E - (22H1) (22H2) |
| Alvin Gary and Wilma J. Gary | 32S/33E - 19R5 |
| Domencio Giraudo aka Domenico Giraudo | 32S/32E - 35G1, 35H1 |
| Louis Goebel and Kathleen Goebel | 32S/32E - 26G1, 26G2, 26H1 |
| R. E. Grind and Helen Grind | 32S/32E - 23Q3 |
| Theodore H. Haun and Avis E. Haun | 32S/33E - 19P1, 19P2, 19Q3, 30C1 |

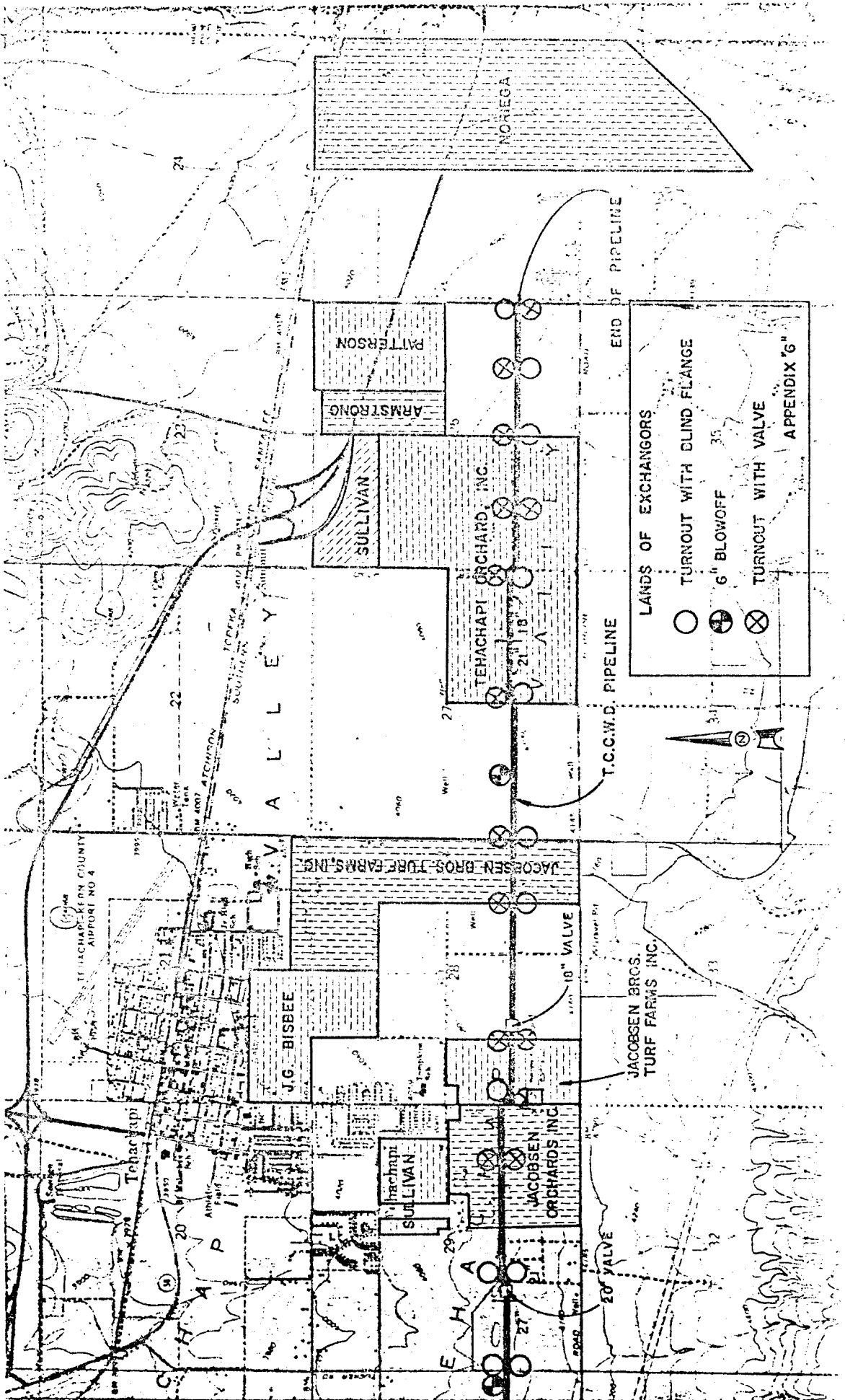
where water rights adjudicated to a particular person in a particular case were developed on two (2) or more parcels if any such transfer of water rights involves only the parcels on which the total water right quantities were developed.

PARTY

WELL NUMBER

| | |
|--|----------------------|
| Dessie Smith | 32S/33E - 29D4 |
| Daniel J. Sternad & Edna E. Sternad | 11N/15W - 1J1 |
| Gideon Streyle & Marie Streyle | 32S/33E - 19Q2 |
| William D. Sydnor aka William D. Snyder and Ann B. Sydnor aka Ann B. Snyder | 32S/32E - 26A1 |
| Tehachapi Unified School District | 32S/34E - 30E1 |
| Richard Van Burkleo | 32S/33E - 19Q4 |
| Dick Vander Mayden & Opal Vander Mayden | 32S/32E - 12G1 |
| Pete Vukich & Jewell Vukich | 32S/32E - 13N1 |
| Jerome Warner & Laura Warner | 32S/33E - 30B3 |
| Harold Welden & Emma Welden aka Erma Welden | 32S/32E - 26Q2, 26Q4 |
| M. R. White & Mildred White | 32S/33E - 20N5 |
| Edward M. Wiggins & Mary Ellen Wiggins | 32S/33E - 19R4 |
| Lora M. Wood | 32S/32E - 23A1, 23A2 |

() Well Destroyed



Section 3. Agricultural water replacing ground water rights to pay applicable M&I rate. Ground water rights in the three (3) principal ground water basins within District have been adjudicated in three (3) separate actions.^{/3} Certain of these rights originated from water production for agricultural use. Agricultural rates established by Section 1 of this part are established at a lower price than M&I rates because of a recognition of the cost of water that such uses can bear, and the role that agriculture plays in the economy of the District. In relation to the cost of serving agricultural and M&I water, such rates are set lower than M&I rates. By reason of the differential in rates between water for agricultural use and M&I use, if the following restrictions were not imposed, there would be an economic incentive for owners under said judgments of ground water rights developed for agricultural use ("such rights" hereafter in this section) to sell, license or lease or otherwise dispose of the same for M&I uses on parcels of land other than those on which such rights were developed, and to purchase replacement water from District at the agricultural rate to the economic disadvantage of other water users and all property taxpayers within District. In order to achieve equity the following provisions are necessary and desirable. In the event that any such rights shall have been or shall be transferred (whether by sale, lease, license or assignment or whatever), either in perpetuity or for a limited period of time, for any use on a parcel or parcels of land other than where such rights were developed, to the extent of any such quantity so transferred, and for the period of time involved, the first imported water ordered for use on that property where such rights were developed in any calendar year shall be deemed ordered for M&I use, regardless of the actual use. In such event the water user shall be required to pay the applicable M&I rate. This section shall apply even though the transferee may exercise such transferred water rights for agricultural use, as he may in turn dispose of them for M&I uses, and the Board of Directors of District hereby finds that the administrative burden on such tracing would impose complex problems of administration and determination.

This section shall be applicable to any transfer that may have occurred subsequent to the date of the entry of the judgment in the particular case, other than pursuant to any written agreement entered into prior to such entry. This section shall not apply

^{/3} Tehachapi-Cummings County Water District v. Frank Armstrong, et al., Kern County Superior Court No. 97209 (Cummings Basin); Tehachapi-Cummings County Water District v. City of Tehachapi, a municipal corporation, et al., Kern County Superior Court No. 97210 (Tehachapi Basin); and Tehachapi-Cummings County Water District v. Irving P. Austin, et al., Kern County Superior Court No. 97211 (Brite Basin).

EXHIBIT 3.2

BRITE GROUNDWATER BASIN COURT JUDGMENT

Brite Basin

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WHEN RECORDED RETURN TO: DEC 9 4 22 PM 1970

DEC 9 9 21 AM 1970

MARTIN E. WHELAN, JR. INDEPENDENT COUNTY, CALIF.
Third Floor
7624 So. Painter Ave
Whittier, Ca 90602

VERA J. GORDON, CLERK
KERN COUNTY, CALIF.
BY: [Signature]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

TEHACHAPI-CUMMINGS COUNTY WATER
DISTRICT, a Body corporate and
politic,

Plaintiff,

vs.

IRVING P. AUSTIN, GERTRUDE AUSTIN,
CHARLES J. AYRES, BAKERSFIELD PRODUC-
TION CREDIT ASSN., a corporation,
BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION, a corporation,
ROY T. CLARK, WANDA CLARK, CONSOLI-
DATED ESCROW COMPANY, a corporation,
CONTINENTAL AUXILIARY COMPANY, a cor-
poration, COOK & SONS, INC., a cor-
poration, CORPORATION OF AMERICA, a
corporation, EAST KERN ESCROW COMPANY,
a corporation, J. J. ERTESZEK, ALAN
FIELDS, MARDELL FIELDS, BENJAMIN
GOLDMAN, COURTLANDT D. GROSS, HERITAGE
INVESTMENT CORP., a corporation, ELMER
F. JURY, MADELEINE A. JURY, KERN COUNTY
TITLE COMPANY, a corporation, GEORGE E.
LAWRENCE, VIRGINIA B. LAWRENCE, IDONNA
LEIVA, JOSEPH LEIVA, HAROLD T. LUTGE,
HELEN LUTGE, ROBERT L. MCCARTHY,
DOROTHY M. MCCARTHY, NINAN NOSKOFF,
JEAN M. A. PELLISSIER, ADRIENNE ROSEN,
LEONARD ROSEN, BERNARD SASIA, WINIFRED
SASIA, SCHULTZ ENTERPRISES, a corpora-
tion, ROBERT SCHULTZ, CYRUS E. STEWART,
NAOMI RUTH STEWART, TEHACHAPI GOLDEN
ORCHARDS, a partnership, TEHACHAPI
MOUNTAIN LAND AND ORCHARD CO., a cor-
poration, ISOBEL TEUSCHER, TRANSAMERICA
TITLE INSURANCE COMPANY, a corporation,
BARBARA G. Von PLATEN, W. G. Von PLATEN,

Defendants.

Entered 93

NO. 97211

JUDGMENT

The above entitled action duly and regularly came on for

1 trial on October 19, 1970, at 1:30 o'clock P.M., in Department 2
2 of the above entitled Court, before the Honorable Walter Osborn,
3 Jr., Judge, having been duly transferred thereto from Department
4 1 of said Court. Plaintiff appeared through its attorney, Martin
5 E. Whelan, Jr., Inc. and Martin E. Whelan, Jr. There was no
6 appearance by or on behalf of any defendant. All previously ap-
7 pearing defendants had theretofore concurred in Plaintiff's pre-
8 trial statement. The defaults of all non-appearing defendants
9 had theretofore been entered. Notice of trial was theretofore
10 properly and timely given. Evidence, both oral and documentary,
11 was received and the trial concluded and submitted on October 19,
12 1970.

13 In connection with the following Judgment, the following
14 terms, words, phrases and clauses are used by the Court with the
15 following meanings:

16 "Artificial Replenishment" is the replenishment of a
17 basin achieved through the spreading of imported water which
18 percolates into said basin.

19 "Base Water Right" is the highest continuous extractions
20 of water by a party from the Brite Basin for a beneficial use in
21 any period of five consecutive years after the commencement of
22 overdraft in Brite Basin as to which there has been no cessation
23 of use by that party during any subsequent period of five consecu-
24 tive years, both prior to the commencement of this action. As
25 employed in the above definition, the words "extractions of water
26 by a party" and "cessation of use by that party" include such ex-
27 tractions and cessations by any predecessor or predecessors in
28 interest.

29 "Calendar Year" is the twelve month period commencing
30 January 1 of each year and ending December 31 of each year.

31 "Brite Basin" is that certain ground water basin under-
32 lying Brite Basin Area.

1 "Brite Basin Area" consists of the territory within
2 the boundaries set forth in Appendix "1" to this Judgment, made a
3 part hereof by reference.

4 "Brite Basin Watershed" is that territory constituting
5 the watershed of Brite Basin and is that territory within the
6 boundaries set forth in Appendix "2" to this Judgment, made a
7 part hereof by reference.

8 "Extraction", "Extractions", "Extracting", "Extracted",
9 and other variations of the same noun and verb, mean pumping,
10 taking or withdrawing ground water by any manner or means whatso-
11 ever from Brite Basin.

12 "Imported Water" means water which may be brought into
13 Brite Basin Area from a non-tributary source by the Plaintiff
14 DISTRICT.

15 "Natural Replenishment" means and includes all processes
16 other than "Artificial Replenishment" by which water may become a
17 part of the ground water supply of Brite Basin, including return
18 from applied waters.

19 "Natural Safe Yield" is the maximum quantity of ground
20 water, not in excess of the long term average annual Natural
21 Replenishment, which may be extracted annually from Brite Basin
22 without eventual depletion thereof or without otherwise causing
23 eventual permanent damage to Brite Basin as a source of ground
24 water for beneficial use, said maximum quantity being determined
25 without reference to such Artificial Replenishment of Brite Basin
26 as might be accomplished from time to time.

27 "Overdraft" is that condition of a ground water basin
28 resulting from extractions in any given annual period or periods
29 in excess of the long term average annual Natural Replenishment,
30 or in excess of that lesser quantity which may be extracted
31 annually without otherwise causing eventual permanent damage to
32 the basin.

1 "Party" means a party to this action. Whenever the
2 term "party" is used in connection with a quantitative water
3 right, or any quantitative right, privilege or obligation, it
4 shall be deemed to refer collectively to those parties to whom
5 are attributed a Base Water Right in this Judgment.

6 "Person" or "persons" include individuals, partnerships,
7 associations, governmental agencies and corporations, and any and
8 all types of entities.

9 "Surface Diversion" is a diversion of waters flowing on
10 the surface within Brite Basin Watershed (including Brite Basin
11 Area) which diversion is made principally for use of the water or
12 storage for future use, and not primarily for some other purpose,
13 e.g., flood control, drainage. "Use" includes impounding of
14 water for aesthetic or recreational purposes.

15 "Water" includes only non-saline water, which is that
16 having less than 1,000 parts of chlorides to 1,000,000 parts of
17 water.

18 "Water Year" is the twelve month period commencing
19 October 1 of each year and ending September 30 of the following
20 year.

21 In those instances where any of the above defined words,
22 terms, phrases or clauses are utilized in the definition of any
23 of the other above defined words, terms, phrases and clauses,
24 such use is with the same meaning as is above set forth.

25 The Court having made its Findings of Fact and Conclusions
26 of Law herein:

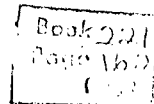
27 NOW THEREFORE, IT IS ORDERED, DECLARED, DECREED AND ADJUDGED
28 AS FOLLOWS:

29 1. Declaration and Determination of Water Rights
30 of Parties*

31 *Headings in this Judgment are for purposes of reference and the
32 language of said headings do not constitute, other than for such
purpose, a portion of this Judgment.

Each party whose name is hereinafter set forth in the tabulation at the end of paragraph 1 of this Judgment and after whose name there appears under the column "Base Water Right" a figure, is the owner of and has the right annually to extract ground water from Brite Basin for beneficial use in Brite Basin Area in the quantity in acre-feet so set forth after that party's name under said column "Base Water Right". All of the rights listed thereon are of the same legal force and effect and are without priority with reference to each other. They are subject in any event to (i) subsequent curtailment in the exercise of the continuing jurisdiction of the court hereinafter provided, and (ii) all of the other provisions of this Judgment hereinafter provided. No party to this action is the owner of or has any right to extract ground water from Brite Basin, except as set forth in the tabulation following this paragraph 1 of this Judgment, except insofar as any such party may be the tenant of any other party, have an interest under a Deed of Trust, or establish rights as a transferee. No party to this action listed on said tabulation has any right to export outside of Brite Basin Area any ground water extracted from Brite Basin. No party has any right to export any water diverted from the surface of the Brite Basin Watershed outside of the area of the Brite Basin Watershed. No party has any right to export outside of Brite Basin Area any water diverted from the surface of that area. Except to the extent of surface diversions of water within the Brite Basin Watershed and Brite Basin Area having been made as of the water year preceding commencement of this action, or as may be permitted pursuant to subsequent order of Court under its continuing jurisdiction, no party to this action has any right to divert surface waters within Brite Basin Watershed or Brite Basin Area.

X X X X X



| | <u>Name of Party</u> | <u>Base Water Right</u> (in acre-feet) |
|----|---|---|
| 1 | | |
| 2 | | |
| 3 | J. J. Erteszek, a.k.a. Jan J. | |
| 4 | Erteszek* | 35 |
| 5 | Jean M. A. Pellissier* | 3 |
| 6 | Schultz Enterprises, Inc., Robert Schultz | 29 |
| 7 | Courtlandt Devereaux Gross | 3 |
| 8 | Tehachapi Golden Orchards, a general | |
| 9 | partnership (Successors in interest | |
| 10 | to Bernard Sasia and Winifred B. Sasia) | 305 |
| 11 | Tehachapi Mountain Land and Orchard Co., a | |
| 12 | California corporation (Successors in | |
| 13 | interest to Cook & Sons, Inc.) | 235 |
| 14 | (*See listing also under "PARTY-DOMESTIC WELL") | |
| 15 | | |
| 16 | J. J. Erteszek, a.k.a. Jan J. | |
| 17 | Erteszek | 3 |
| 18 | Elmer F. Jury and Madeleine A. Jury | 3 |
| 19 | Joseph J. Leiva and Idonna Leiva | 3 |
| 20 | Robert C. Monroe and Mary Alice Monroe | |
| 21 | (successors in interest to Harold T. | |
| 22 | Lutge and Helen Lutge) | 3 |
| 23 | Jean M. A. Pellissier | 3 |
| 24 | Bernard Sasia and Winifred B. Sasia | 3 |
| 25 | W. G. Von Platen and Barbara G. Von Platen | 3 |

2. Parties Enjoined as to Surface Diversions and
Exports

Each party listed in the foregoing tabulation under paragraph 1 of this Judgment is enjoined and restrained from hereafter exporting outside of Brite Basin Area any ground water extracted from Brite Basin. Each party to this action is enjoined and restrained from hereafter making any diversions of surface water within Brite Basin Watershed or within Brite Basin Area, except to the extent of diversions having been made by that party or a predecessor in interest during the water year immediately preceding commencement of this action. Each party

1 who may have a diversion right under the exception of the fore-
 2 going sentence is hereafter enjoined and restrained from export-
 3 ing outside of Brite Basin Watershed any surface water diverted
 4 therein, and is further enjoined and restrained from exporting
 5 outside of Brite Basin Area any surface water diverted therein.

6 3. Court Retains Continuing Jurisdiction/Physical
 7 Solution

8 The Court retains continuing jurisdiction for all pur-
 9 poses including but not limited to: the imposition of a physical
 10 solution in the Brite Basin, including a restriction on ground
 11 water pumping to quantities which will not exceed the Natural
 12 Safe Yield of Brite Basin, now 500 acre-feet; enjoining
 13 extractions of ground water from Brite Basin except to the ex-
 14 tent of the parties' rights proportional to the Natural Safe
 15 Yield of Brite Basin from time to time and except as may be
 16 provided under any physical solution adopted pursuant to said
 17 continuing jurisdiction; and determining any and all other
 18 matters which might become material under the Judgment.

19 4. Inter se Adjudication

20 The provisions of this Judgment constitute an inter se
 21 adjudication with respect to the rights of the parties.

22 5. Rights of Plaintiff DISTRICT

23 Plaintiff DISTRICT is an interested party in all
 24 matters subject to the continuing jurisdiction of this Court.
 25 Nothing in this Judgment contained shall constitute a deter-
 26 mination or adjudication which will foreclose Plaintiff DISTRICT
 27 from exercising such rights, powers and prerogatives as it may
 28 now have or may hereafter have by reason of provisions of law.
 29 Nothing contained in this Judgment shall be deemed a determina-
 30 tion whether the Plaintiff or any other party will or will not
 31 have any rights in any return flow from water subsequently im-
 32 ported, which matter shall be within the continuing jurisdiction

of the Court.

6. New Pumpers

Persons who may later be found to be, or later commence, pumping within Brite Basin may be added to this Judgment upon such stipulation as may be approved by the Court upon prior ten (10) days written notice of the date of hearing to the parties.

7. Transfer of Rights - Domestic Wells

With regard to those parties listed in paragraph 1 under the tabulation of water rights as having a domestic well and three (3) acre-feet of Base Water Rights with respect thereto, said Base Water Right shall be transferable only in connection with a transfer of the property on which the right was developed.

8. Judgment Binding on Successors

This Judgment and the provisions thereof are all applicable to and binding upon not only the parties hereto but as well upon their respective heirs, executors, administrators, successors, assigns, lessees, licensees and to the agents, employees and attorneys in fact of any such person. The injunctive provisions herein contained run equally against all such persons.

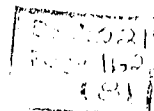
9. Costs

No party shall recover its costs herein as against any other party.

The clerk shall enter this judgment forthwith.

DATED: December 2, 1970

Walter Nelson
Judge of the Superior Court



"BRITE BASIN AREA"

All those portions of T. 32 S., R. 32 E., M.D.M., and T. 12 N., R. 16 W.; T. 12 N., R. 15 W., and T. 11 N., R. 15 W., S.E.M., Kern County, California, bounded as follows:

Beginning at the N $\frac{1}{2}$ corner of Section 27, T. 32 S., R. 32 E., M.D.M.;

thence Westerly to the SE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, T. 32 S., R. 32 E., M.D.M.;

thence Northerly to the NE corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22;

thence Westerly to the NW corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22;

thence Northerly to the W $\frac{1}{2}$ corner of said Section 22;

thence Westerly to the SE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, T. 32 S., R. 32 E., M.D.M.;

thence Northerly to the NE corner of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21;

thence Westerly to the NW corner of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21;

thence Southerly to the W $\frac{1}{2}$ corner of said Section 21;

thence Westerly to the NW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 20, T. 32 S., R. 32 E., M.D.M.;

thence Southerly to the SW corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 20;

thence Easterly to the SE corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 20;

thence Southerly to the SE corner of said Section 20;

thence Southerly to the SW corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, T. 32 S., R. 32 E., M.D.M.;

thence Easterly to the SE corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28;

thence Southerly to the SE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 28;

thence Southerly to the SE corner of the W $\frac{1}{2}$ of the NW $\frac{1}{2}$ of Section 33, T. 32 S., R. 32 E., M.D.M.;

thence Easterly to the center $\frac{1}{4}$ corner of said Section 33;

thence Southerly to the NW corner of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 33;

thence Easterly to the NE corner of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 33;

thence Southerly to the SE corner of said Section 33;

thence Westerly to the NW corner of Section 36, T. 12 N., R. 16 W., S.B.M.;

thence Southerly to the SW corner of the N $\frac{1}{2}$ of the NW $\frac{1}{2}$ of said Section 36;

thence Easterly to the SE corner of said N $\frac{1}{2}$ of the NW $\frac{1}{2}$ of Section 36;

thence Southerly to the center $\frac{1}{4}$ corner of said Section 36;

thence Easterly to the NW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 36;

thence Southerly to the SW corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36;

thence Easterly to the SE corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36;

thence Southerly to the SE corner of said Section 36;

thence Southerly to the W $\frac{1}{2}$ corner of Section 6, T. 11 N., R. 15 W., S.B.M.;

thence Easterly to the NW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 6;

thence Southerly to the SW corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6;

thence Easterly to the SE corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6;

thence Easterly to the NE corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, T. 11 N., R. 15 W., S.B.M.;

thence Northerly to the E $\frac{1}{4}$ corner of said Section 5;

thence Westerly to the SW corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 5;

thence Northerly to the NW corner of said SE $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 5;

thence Westerly to the SE corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 5;

thence Northerly to the NE corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 5;

thence Westerly to the NW corner of said Section 5;

thence Westerly to the S $\frac{1}{4}$ corner of Section 31, T. 12 N., R. 15 W., S.B.M.;

thence Northerly to the center $\frac{1}{4}$ corner of said Section 31;

thence Westerly to the SW corner of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 31;

thence Northerly to the NW corner of said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 31;

thence Westerly to the NW corner of said Section 31;

thence Northerly to the SE corner of Section 27, T. 32 S., R. 32 E., M.D.M.;

thence Northerly to the E $\frac{1}{4}$ corner of said Section 27;

thence Easterly to the center $\frac{1}{4}$ corner of said Section 27;

thence Northerly to the N $\frac{1}{4}$ corner of said Section 27, said N $\frac{1}{4}$ corner being the point of beginning of this description.

" BRITE BASIN WATERSHED "

All those portions of T. 32 S., R. 32 E., M.D.M.; and T. 12 N., R. 16 W.; T. 12 N., R. 15 W.; T. 11 N., R. 16 W., and T. 11 N., R. 15 W., S.B.M., Kern County, California, bounded as follows:

Beginning at the center $\frac{1}{4}$ corner of Section 27, T. 32 S., R. 32 E., M.D.M.;
 thence Northerly to the $N\frac{1}{4}$ corner of said Section 27;
 thence Northerly to the center $\frac{1}{4}$ corner of Section 22, T. 32 S., R. 32 E., M.D.M.;
 thence Westerly to the $W\frac{1}{4}$ corner of said Section 22;
 thence Northerly to the NW corner of said Section 22;
 thence Northerly to the $E\frac{1}{4}$ corner of Section 16, T. 32 S., R. 32 E., M.D.M.;
 thence Westerly to the $W\frac{1}{4}$ corner of said Section 16;
 thence Southerly to the SW corner of said Section 16;
 thence Southerly to the SW corner of Section 21, T. 32 S., R. 32 E., M.D.M.;
 thence Southerly to the SW corner of Section 28, T. 32 S., R. 32 E., M.D.M.;
 thence Southerly to the SW corner of Section 33, T. 32 S., R. 32 E., M.D.M.;
 thence Westerly to the NW corner of Section 35, T. 12 N., R. 16 W., S.B.M.;
 thence Southerly to the $W\frac{1}{4}$ corner of said Section 35;
 thence Easterly to the center $\frac{1}{4}$ corner of said Section 35;
 thence Southerly to the $S\frac{1}{4}$ corner of said Section 35;
 thence Easterly to the SE corner of said Section 35;
 thence Southerly to the SW corner of Section 1, T. 11 N., R. 16 W., S.B.M.;

thence Easterly to the $S\frac{1}{2}$ corner of said Section 1;
 thence Southerly to the center $\frac{1}{4}$ corner of Section 12,
 T. 11 N., R. 16 W., S.B.M.;
 thence Easterly to the $E\frac{1}{4}$ corner of said Section 12;
 thence Southerly to the SE corner of said Section 12;
 thence Southerly to the $W\frac{1}{2}$ corner of Section 18, T. 11 N.,
 R. 15 W., S.B.M.;
 thence Easterly to the $E\frac{1}{4}$ corner of said Section 18;
 thence Easterly to the center $\frac{1}{4}$ corner of Section 17,
 T. 11 N., R. 15 W., S.B.M.;
 thence Southerly to the $S\frac{1}{2}$ corner of said Section 17;
 thence Easterly to the SE corner of said Section 17;
 thence Northerly to the NE corner of said Section 17;
 thence Northerly to the $E\frac{1}{4}$ corner of Section 8, T. 11 N.,
 R. 15 W., S.B.M.;
 thence Westerly to the center $\frac{1}{4}$ corner of said Section 8;
 thence Northerly to the $N\frac{1}{4}$ corner of said Section 8;
 thence Easterly to the NE corner of said Section 8;
 thence Northerly to the NE corner of Section 5, T. 11 N.,
 R. 15 W., S.B.M.;
 thence Westerly to the NW corner of said Section 5;
 thence Northerly to the $E\frac{1}{4}$ corner of Section 31, T. 12 N.,
 R. 15 W., S.B.M.;
 thence Westerly to the center $\frac{1}{4}$ corner of said Section 31;
 thence Northerly to the $N\frac{1}{4}$ corner of said Section 31;
 thence Northerly to the center $\frac{1}{4}$ corner of Section 35, T. 3
 R. 32 E., M.D.M.;
 thence Westerly to the $W\frac{1}{2}$ corner of said Section 35;
 thence Northerly to the NW corner of said Section 35;
 thence Northerly to the $E\frac{1}{4}$ corner of Section 27, T. 32 S.,
 R. 32 E., M.D.M.;
 thence Westerly to the center $\frac{1}{4}$ corner of said Section 27
 center $\frac{1}{4}$ corner being the point of beginning of this desc

(PROOF OF SERVICE BY MAIL -1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
) ss
 County of Los Angeles)

I am a citizen of the United States and a resident of the county aforesaid, I am over the age of eighteen years and not a party to the within action; my business address is 7624 S. Painter Avenue, Whittier, California 90602. On November 19, 1970, I served the within Judgment (Proposed)

on the defendants and their attorneys of record in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Whittier, California addressed as follows:

| | | |
|---|------------|--|
| CHARLES E. COOK, JR. ESQ. Banducci Road Tehachapi, Ca 93561 | for | COOK & Sons, Inc. Alan Fields Mardell Fields Elmer F. Jury Madeleine A. Jury Adrienne Rosen Leonard Rosen Tehachapi Mountain Land and Orchard Co. Barbara G. Von Platen W. G. Von Platen |
| Kenneth Bates, Esq. DEADRICH, BATES & LUND 1122 Truxtun Ave. Bakersfield, Ca 93301 | for | Cyrus E. Stewart Naomi Ruth Stewart |
| Donald G. Kendall, Esq. 1614 - 28th Street Bakersfield, Ca 93301 | for | Bernard Sasia Winifred Sasia |
| Arthur Livingston, Esq. 315 So. Beverly Drive Beverly Hills, Ca 90212 | for | Schultz Enterprises, a corp. Robert Schultz |
| Richard Mednick, Esq. 16661 Ventura Blvd. Encino, Ca 91316 | for | Irving P. Austin Gertrude Austin |
| Courtlandt D. Gross 1230 Arrowmink Road Villanova, Penn. 19085 | In Pro Per | |

I certify under penalty of perjury that the foregoing is true and correct.
 Executed on November 19, 1970 at Whittier, California

THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.
 DEC 11 1970

ATTEST
 VERA K. GIBSON County Clerk and Clerk of the Superior Court of the State of California, in and for the County of Kern.

ANN M. PHERRIN

BY DEPUTY

EXHIBIT 3.2

CUMMINGS GROUNDWATER BASIN COURT JUDGMENT

ORIGINAL

FILED

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72 MAR 6 PM 2:40

VERA K. GIBSON, CLERK
KERN COUNTY, CALIF.
BY *[Signature]* DEPUTY

MARTIN E. WHELAN, JR., INC.
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Whittier, California 90608
(213) 698-8365

Attorney for Plaintiff,
TEHACHAPI-CUMMINGS COUNTY
WATER DISTRICT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

TEHACHAPI-CUMMINGS COUNTY WATER
DISTRICT, a body corporate and
politic,

Plaintiff,

vs.

NO. 97209

JUDGMENT

FRANK ARMSTRONG; PHYLLIS ARMSTRONG;
CHESTER ASHFORD; RUBY TERRY ASHFORD;
GERTRUDE H. AUSTIN; IRVING P. AUSTIN;
MARY BANDUCCI; ROBERT C. BAUMBACH;
AUDREY JEAN BENEFIEL; MARCEL
BERNATENE; MARGUERITE BERNATENE;
BENGUET CALIFORNIA, INC. a corpora-
tion; L. C. BURNS; CALIFORNIA
CORRECTIONAL INSTITUTION AT TEHACHA-
PI; DEPARTMENT OF CORRECTIONS OF THE
YOUTH AND ADULT CORRECTIONS AGENCY
OF THE STATE OF CALIFORNIA; STATE OF
CALIFORNIA; YOUTH AND ADULT CORREC-
TIONS AGENCY OF THE STATE OF
CALIFORNIA; DON I. CARROLL; OWEN L.
CARTER; VIOLA B. CARTER; CHARLES E.
CHRISTOPHER; WINNIE CHRISTOPHER;
CORPORATION OF AMERICA, a corpora-
tion, as Trustee under deed of
trust; DOROTHY COYNER; EDWARD J.
CUMMINGS; MILDRED E. CUMMINGS;
CUMMINGS RANCH CORP., a corporation;
MARION A. CUMMINS; EAST KERN ESCROW
CO., a corporation, as Trustee under
deed of trust; ELLSWORTH FARMS, a
corporation; ELLSWORTH FARMS, a
partnership; NOLA F. ELLSWORTH;
REX C. ELLSWORTH; FEDERAL LAND BANK
OF BERKELEY, a corporation, as
Trustee under deeds of trust; FIRE-
MAN'S LAND INVESTMENT GROUP, a
partnership; FIRST AMERICAN TITLE
COMPANY, a corporation, as Trustee
under deed of trust; JOHN L. GERMON;
NELLIE GIUNTINI as Administratrix of

Entered 239

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(1)

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VERA K. GIBSON, CLERK
KERN COUNTY, CALIF.
BY *[Signature]* DEPUTY

Remittitur, Court of Appeal, Fifth Appellate District, State of California, "The above-entitled cause having been fully argued, submitted and considered, it is Ordered by the Court that the judgment of the Superior Court in and for the County of Kern be and the same is hereby reversed insofar as it declares that allant is limited to pumping 308-acre feet per year and within the basin. The action is remanded to the trial court with directions to declare that appellant's right to pump water from the Cummings Basin is correlative and equal to the water rights of the other overlying owners in the basin." (see next page)

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the Estate of ISOLA MARCHETTI;
 CLYDA F. GUTHRIE; DELMAR W. GUTHRIE;
 JOHN R. HAYCOX; HERITAGE INVESTMENT
 CORP., a corporation, as Trustee
 under deed of trust; MABEL G. HOCKER;
 EVERETT D. KIEFER; VADA B. KIEFER;
 KATHLEEN KURLAND; WALLACE R. LA
 FLAMME; BETTE LAMB aka ELIZABETH
 LOUISE LAMB; ELIZABETH LAMB as
 Executrix of the Estate of J. O.
 LAMB, deceased; HAZEL A. MERRITT;
 ELSIE METTLER; EUGENE METTLER;
 METTLER & ARMSTRONG, a co-partnership;
 WADE D. MIDKIFF; MARY ALICE MONROE;
 ROBERT C. MONROE; MOUNTAIN VALLEY
 FARMS, a co-partnership; EVA LUCILLE
 NYLANDER aka E. L. NYLANDER; RALPH W.
 NYLANDER; VIRGINIA BAKER PALANCE;
 WALTER JACK PALANCE; DOROTHY PORTER;
 WILLIAM PORTER; JEAN PREL; SAN MARINO
 ESCROW COMPANY, a corporation, as
 Trustee under deed of trust; BERNARD
 SASIA; ETHEL B. SCHMIDT; SECURITY
 FIRST NATIONAL BANK, a corporation,
 as Trustee under deed of trust; BILLIE
 JEAN SIEMEN; SHERMAN PAUL SIEMEN;
 VIRGINIA HUNTER SMITH; H. M. SPRINKLE
 aka MILO SPRINKLE; W. F. SPRINKLE, JR.;
 STABEN LAND COMPANY; FRANK PAUL STABEN;
 JEANNE P. STABEN; WILLIAM PAUL STABEN,
 JR.; WILLIAM PAUL STABEN, SR.; STERN
 REALTY COMPANY; TEHACHAPI UNIFIED SCHOOL
 DISTRICT; TITLE INSURANCE AND TRUST
 COMPANY, a corporation, as Trustees under
 deed of trust; WESTERN MUTUAL CORPORA-
 TION, a corporation, as Trustee under
 deed of trust; WILSHIRE ESCROW CO., a
 corporation, as Trustee under deed of
 trust.

The above-entitled action duly and regularly came on for
 trial for argument as to certain legal issues on December 18,
 1970, at 9:30 o'clock A.M., in Department 3 of the above-entitled
 Court, before the Honorable Jay R. Ballantyne, Judge specially
 assigned, having been duly transferred thereto from Department 1
 of said Court; whereupon, after argument on certain legal issues,
 the case was duly and regularly continued for further trial to
 March 1, 1971, at 9:30 o'clock A.M., in Department 1 of the above-
 entitled Court, on which date the same was transferred from said

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1 Department 1 to Department 4, the said Honorable Jay R. Ballantyne,
2 Judge presiding. On said date certain limited evidence was taken,
3 in addition to the disposition of certain motions, whereupon the
4 matter was further continued for the remainder of trial to June 14,
5 1971, at 10:00 o'clock A.M., in Department 1 of the above-entitled
6 Court. On that date and time the matter was duly and regularly
7 transferred to Department 2, the Honorable Jay R. Ballantyne,
8 Judge presiding. Plaintiff was represented through its attorneys,
9 MARTIN E. WHELAN, JR., INC. and MARTIN E. WHELAN, JR. Certain of
10 the defendants were represented through their respective attorneys
11 as shown on the daily records prepared by the Clerk. The defaults
12 of all defendants who did not enter appearances in the action had
13 been entered prior to the initial commencement of trial. Notice
14 of trial was properly and timely given. In addition to the evi-
15 dence taken on March 1, 1971, evidence oral and documentary was
16 received on June 14, 15, 16, 17, 18, 21 and 22, 1971. After
17 final argument, the Court ordered points and authorities, all of
18 which were submitted.

19 In connection with the following Judgment, the follow-
20 ing terms, words, phrases and clauses are used by the Court with
21 the following meanings:

22 "Artificial Replenishment" is the replenishment of a basin
23 achieved through the spreading of imported water which percolates
24 into said basin.

25 "Base Water Right" is the highest continuous extractions
26 of water by a party from the Cummings Basin for a beneficial use
27 in any period of five consecutive years after the commencement of
28 overdraft in Cummings Basin as to which there has been no cessation
29 of use by that party during any subsequent period of five consecu-
30 tive years, both prior to the commencement of this action. As
31 employed in the above definition, the words "extractions of water
32 by a party" and "cessation of use by that party" include such

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1 extractions and cessations by any predecessor or predecessors in
2 interest.

3 "Calendar Year" is the twelve month period commencing
4 January 1 of each year and ending December 31 of each year.

5 "Cummings Basin" is that certain ground water basin under-
6 lying "Cummings Basin Area".

7 "Cummings Basin Area" consists of the territory within the
8 boundaries set forth in Appendix "1" to this Judgment, made a
9 part hereof by reference.

10 "Cummings Basin Watershed" is that territory constituting
11 the watershed of Cummings Basin and is that territory within the
12 boundaries set forth in Appendix "2" to this Judgment, made a
13 part hereof by reference.

14 "Extraction", "Extractions", "Extracting", "Extracted", and
15 other variations of the same noun and verb, mean pumping, taking
16 or withdrawing ground water by any manner or means whatsoever
17 from Cummings Basin.

18 "Imported Water" means water which may be brought into
19 Cummings Basin area from a non-tributary source by the Plaintiff
20 DISTRICT.

21 "Natural Replenishment" means and includes all processes
22 other than "Artificial Replenishment" by which water may become a
23 part of the ground water supply of Cummings Basin, including return
24 from applied waters.

25 "Natural Safe Yield" is the maximum quantity of ground
26 water, not in excess of the long term average annual Natural
27 Replenishment, which may be extracted annually from Cummings Basin
28 without eventual depletion thereof or without otherwise causing
29 eventual permanent damage to Cummings Basin as a source of ground
30 water for beneficial use, said maximum quantity being determined
31 without reference to such Artificial Replenishment of Cummings
32 Basin as might be accomplished from time to time.

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1 "Overdraft" is that condition of a ground water basin
2 resulting from extractions in any given annual period or periods
3 in excess of the long term average annual Natural Replenishment,
4 or in excess of that lesser quantity which may be extracted
5 annually without otherwise causing eventual permanent damage to
6 the basin.

7 "Party" means a party to this action. Whenever the term
8 "party" is used in connection with a quantitative water right, or
9 any quantitative right, privilege or obligation, it shall be
10 deemed to refer collectively to those parties to whom are attri-
11 buted a Base Water Right in this Judgment.

12 "Person" or "persons" include individuals, partnerships,
13 associations, governmental agencies and corporations, and any
14 and all types of entities.

15 "Surface Diversion" is a diversion of waters flowing on
16 the surface within Cummings Basin Watershed (including Cummings
17 Basin Area), which diversion is made principally for use of the
18 water or storage for future use, and not primarily for some other
19 purpose, e.g., flood control, drainage. "Use" includes impounding
20 of water for aesthetic or recreational purposes.

21 "Water" includes only non-saline water, which is that having
22 less than 1,000 parts of chlorides to 1,000,000 parts of water.

23 "Water Year" is the 12 month period commencing October 1 of
24 each year and ending September 30th of the following year.

25 In those instances where any of the above defined words,
26 terms, phrases or clauses are utilized in the definition of any
27 of the other above defined words, terms, phrases and clauses,
28 such use is with the same meaning as is above set forth.

29 The Court having made its Findings of Fact and Conclu-
30 sions of Law herein:

31 NOW, THEREFORE, IT IS ORDERED, DECLARED, ADJUDGED
32 X X X X X

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1 AND DECREED AS FOLLOWS:

2 1. Declaration and Determination of Water Rights of
3 Parties*

4 Each party whose name is hereinafter set forth in
5 the tabulation at the end of paragraph 1 of this Judgment and
6 after whose name there appears under the column "Base Water Right"
7 a figure, is the owner of and has the right annually to extract
8 ground water from Cummings Basin for beneficial use in the quan-
9 tity in acre-feet so set forth after that party's name under said
10 column "Base Water Right". Wherever in that tabulation there
11 appears the name of a party in parenthesis after the name of
12 another party, the first such party has an interest in the Base
13 Water Right of the other party of the nature, ^{if any,} listed within said
14 parenthesis. All of the rights listed thereon are of the same
15 legal force and effect and are without priority with reference
16 to each other, except as hereinafter specifically provided. They
17 are subject in any event to (i) subsequent curtailment in the
18 exercise of the continuing jurisdiction of the court hereinafter
19 provided, and (ii) all of the other provisions of this Judgment
20 hereinafter provided. No party to this action is the owner of
21 any right to extract ground water from Cummings Basin, except as
22 set forth in the tabulation following this paragraph 1 of this
23 Judgment, except insofar as any such party may be the tenant of
24 any other party, have an interest under a Deed of Trust, or
25 establish rights as a transferee. No party to this action has any
26 right to export outside of Cummings Basin Area any ground water
27 extracted from that basin or to export outside the area of
28 Cummings Basin Watershed any surface water hereafter diverted from
29 within Cummings Basin Watershed. Except to the extent of surface
30 diversions of water within the Cummings Basin Watershed having

31 *Headings in this Judgment are for purposes of reference and the
32 language of said headings do not constitute, other than for such
purpose, a portion of this Judgment.

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1 been made as of the water year preceding commencement of this
 2 action, or as may be permitted pursuant to subsequent order of
 3 Court under its continuing jurisdiction, no party to this action
 4 has any right to divert surface waters within Cummings Basin
 5 Watershed.

| 6 | <u>Name of Party</u> | <u>Base Water Right</u> (in acre-feet) |
|----|---|---|
| 8 | Chester Ashford and Ruby Terry Ashford, Mountain Valley Farms | 454 |
| 10 | Robert C. Baumbach | 203 |
| 11 | Audrey Jean Benefiel, Staben Land Company, Frank Paul Staben, Jeanne P. Staben, William 12 Paul Staben, Jr., William Paul Staben, Sr. (each as to an undivided 1/5th interest) | 256 |
| 13 | California Correctional Institution at 14 Tehachapi, Department of Corrections of the Youth and Adult Corrections Agency of the 15 State of California, Youth and Adult Corrections Agency of the State of California, State of California | 308 |
| 16 | Viola B. Carter and Owen L. Carter, joint tenants as 17 to an undivided 25% interest; Mabel G. Hocker, Hazel A. Marritt, Ethel E. Schmidt, each an 18 undivided 25% interest | 300 |
| 19 | Edward J. Cummings and Mildred E. Cummings, 20 Cummings Ranch Corp. | 268 |
| 21 | Nellie Giuntini as Administratrix of the 22 Estate of Isola Marchetti | 60 |
| 23 | Eugene Mettler and Elsie Mettler | 503 |
| 24 | Robert C. Monroe and Mary Alice Monroe (Successor in Interest to Irving P. Austin 25 and Gertrude E. Austin) | 435 |
| 26 | Robert C. Monroe and Mary Alice Monroe (Successor in Interest to Gertrude Stowell 27 and Nellie Stowell) | 47 |
| 28 | Ralph W. Nylander and Eva Lucille Nylander 29 aka E. L. Nylander | 145 |
| 30 | Walter Jack Palance | 71 |
| 31 | Walter Jack Palance (Successor in Interest 32 to Charles E. Christopher and Winnie Christopher) | 298 |

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| | | |
|---|--|-----|
| 1 | William Porter and Dorothy Porter | 477 |
| 2 | Jean Prel | 609 |
| 3 | Virginia Hunter Smith | 617 |
| 4 | H. M. Sprinkle aka Milo Sprinkle, W. F. Sprinkle, Jr. | 111 |

6 (DOMESTIC WELLS)

7 Mary Banducci 3

8 John L. Germon 3

9 Robert C. Monroe and Mary Alice Monroe
(Successor in Interest to Dorothy May Lunt) 3

11 Tehachapi Unified School District 3

13 2. Parties Enjoined as to Surface Diversions and Exports

14 Each party (other than the California Correctional
15 Institute at Tehachapi, Department of Corrections of the Youth and
16 Adult Corrections Agency of the State of California, Youth and
17 Adult Corrections Agency of the State of California, and the State
18 of California) and the officials, agents and employees from time
19 to time of said parties listed in the above parentheses, are:
20 enjoined and restrained from hereafter: exporting outside of
21 Cummings Basin Area any ground water extracted from that basin;
22 from hereafter making any diversions of surface waters within
23 Cummings Basin Watershed, except to the extent of diversions having
24 been made by that party as of the water year preceding commencement
25 of this action; and as to such parties last referred to, from here-
26 after exporting outside of the area of Cummings Basin Watershed
27 any surface waters diverted from within Cummings Basin Watershed.

28 3. Court Retains Continuing Jurisdiction/Physical Solution

29 The Court retains continuing jurisdiction for all pur-
30 poses including but not limited to: the imposition of a physical
31 solution in the Cummings Basin, including a restriction on ground
32 water pumping to quantities which will not exceed the safe yield

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1 from time to time of Cummings Basin, 4,090 acre-feet per year;
2 enjoining extractions of ground water from Cummings Basin except
3 to the extent of the parties' rights proportional to the safe
4 yield of Cummings Basin from time to time and except as may be
5 provided under any physical solution adopted pursuant to said
6 continuing jurisdiction; expand, amend and alter the powers,
7 duties and responsibilities of the Watermaster hereafter set
8 forth; and determining any and all other matters which might become
9 material under the Judgment.

10 4. Inter se Adjudication

11 The provisions of this Judgment constitute an inter se
12 adjudication with respect to the rights of the parties.

13 5. Rights of Plaintiff DISTRICT

14 Plaintiff DISTRICT is an interested party in all matters
15 subject to the continuing jurisdiction of this Court. Nothing in
16 this Judgment contained shall constitute a determination or
17 adjudication which will foreclose the Plaintiff DISTRICT from
18 exercising such rights, powers and prerogatives as it may now
19 have or may hereafter have by reason of provisions of law. Nothing
20 in this Judgment contained shall be deemed a determination whether
21 the Plaintiff or any other party will or will not have any rights
22 in any return flow from water subsequently imported, which matter
23 shall be within the continuing jurisdiction of the Court.

24 6. New Pumps

25 Persons who may later be found to be, or later commence,
26 pumping within Cummings Basin may be added to this Judgment upon
27 such stipulation with the Watermaster as may be approved by the
28 Court upon prior thirty (30) days written notice of the date of
29 hearing to the parties.

30 7. Transfer of Rights - Domestic Wells

31 With regard to those parties listed in paragraph 1 under
32 the tabulation of water rights as having a domestic well and three

Approved as to form:

C.B.

MEWjr.

9.

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(3) acre-feet of Base Water Rights with respect thereto, said Base Water Right shall be transferable only in connection with a transfer of the property on which the right was developed. Twenty (20) acre-feet of the Base Water Right of the Estate of Marchetti (Nellie Giuntini as Administratrix of that estate) shall not be pumped for use on other than the following property: the Northeast quarter of Section 19 and the Northwest quarter of Section 20, Township 32 South, Range 32 East, in Cummings Basin Area.

B. Watermaster - Powers, etc.

The Plaintiff, TEHACHEPI-CUMMINGS COUNTY WATER DISTRICT, is hereby appointed as Watermaster for the Court and is given the following powers, duties and responsibilities:

- (a) to establish written rules, subject to Court approval on thirty (30) days notice to the parties for reports by the parties of any and all data useful to the monitoring of ground water production by the parties, and the keeping and furnishing of records to the Watermaster by the parties pertaining thereto;
- (b) to file written reports with the Court annually, and serve upon the parties, no later than four (4) months after the end of each annual period after this judgment becomes final (subject to reserved jurisdiction) reporting on the annual ground water production of the parties as determined by the Watermaster (excepting only domestic well usage) and any alleged violations of the injunctions contained in this judgment.

The parties are hereby ordered to comply with such rules.

X X X X X

Approved as to form:

C.B.

MEWjr.

10.

J.R.B.

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9. Judgment Binding on Successors

This Judgment and the provisions hereof are all applicable to and binding upon not only the parties hereto but as well upon their respective heirs, executors, administrators, successors, assigns, lessees, licensees and to the agents, employees and attorneys in fact of any such person having actual or constructive notice of said Judgment or of this action from the date of its filing. The injunctive provisions herein contained run equally against all such persons.

10. Costs

No party shall recover its costs herein as against any other party.

The Clerk shall enter this judgment forthwith.

DATED: Feb. 25, 1972

Jay R. Bullington
Judge of the Superior Court

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All those portions of T.32 S., R.32 E., and T. 32 S.,
R.31 E., M.D.M.; and T.12 N., R.16 W., and T.11 N., R.16 W.,
S.B.M., Kern County, California, bounded as follows:

Beginning at the Southeast corner of Section 20, T.32 S.,
R.32 E., M.D.M.; thence westerly to the Southwest corner of the
E1/2 of the Southeast 1/4 of said Section 20, thence northerly to
the Northwest corner of said E1/2 of the Southeast 1/4 of Section
20; thence easterly to the E1/4 corner of said Section 20; thence
northerly to the Northeast corner of said Section 20; thence
westerly to the Southeast corner of the Southwest 1/4 of the South-
east 1/4 of Section 17, T.32 S., R.32 E., M.D.M.; thence northerly
to the Northeast corner of said Southwest 1/4 of the Southeast 1/4
of Section 17; thence westerly to the Northwest corner of said South-
west 1/4 of the Southeast 1/4 of Section 17; thence northerly to the
center 1/4 corner of said Section 17; thence westerly to the South-
east corner of the Southwest 1/4 of the Northwest 1/4 of said
Section 17; thence northerly to the Northeast corner of said South-
west 1/4 of the Northwest 1/4 of Section 17; thence westerly to
the Northwest corner of said Southwest 1/4 of the Northwest 1/4 of
Section 17; thence westerly to the Southwest corner of the Northeast
1/4 of the Northeast 1/4 of Section 18, T.32 S., R.32 E., M.D.M.;
thence northerly to the Northwest corner of said Northeast 1/4 of
the Northeast 1/4 of Section 18; thence westerly to the South 1/4
corner of Section 7, T.32 S., R.32 E., M.D.M.; thence northerly

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to the Southeast corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 7; thence westerly to the Southwest corner of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 7; thence northerly to the Northwest corner of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 7; thence westerly to the West $\frac{1}{4}$ corner of said Section 7; thence southerly to the Southwest corner of said Section 7; thence southerly to the Southwest corner of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 18, T.32 S., R.32 E., M.D.M.; thence easterly to the Southeast corner of said North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 18; thence southerly to the center $\frac{1}{4}$ corner of said Section 18; thence westerly to the West $\frac{1}{4}$ corner of said Section 18; thence southerly to the Northeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13; T.32 S., R.31 E., M.D.M.; thence westerly to the Northwest corner of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13; thence southerly to the Southwest corner of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13; thence southerly to the Southwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24, T.32 S., R.31 E., M.D.M.; thence westerly to the Southwest corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 24; thence southerly to the West $\frac{1}{4}$ corner of said Section 24; thence westerly to the Southeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, T.32 S., R.31 E., M.D.M.; thence northerly to the Northeast corner of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23; thence westerly to the Northwest corner of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23; thence southerly to the center $\frac{1}{4}$ corner of said Section 23; thence westerly to

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the West 1/4 corner of said Section 23; thence southerly to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 22, T.32 S., R.31 E., M.D.M.; thence westerly to the Northwest corner of said Southeast 1/4 of the Southeast 1/4 of Section 22; thence southerly to the Southwest corner of said Southeast 1/4 of the Southeast 1/4 of Section 22; thence southerly to the Southwest corner of the East 1/2 of the East 1/2 of Section 27, T.32 S., R.31 E., M.D.M.; thence southerly to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 34, T.32 S., R.31 E., M.D.M.; thence westerly to the Southwest corner of said Northwest 1/4 of the Northeast 1/4 of Section 34; thence southerly to the South 1/4 corner of said Section 34; thence easterly to the Northeast corner of Section 25, T.12 N., R.17 W., S.B.M.; thence southerly to the West 1/4 corner of Section 31, T.12 N., R.16 W., S.B.M.; thence easterly parallel with the south line of said Section 31, a distance of 1320 feet; thence southerly parallel with the West line of said Section 31, a distance of 1640 feet; thence westerly parallel with the South line of said Section 31, a distance of 1320 feet to a point on the West line of said Section 31; thence southerly along the west line of said Section 31, a distance of 500 feet; thence easterly parallel with the South line of said Section 31, a distance of 500 feet; thence southerly parallel with the west line of said Section 31, a distance of 500 feet to a point on the south line of said Section 31; thence southerly parallel with the west line of Section 6, T.11 N., R.16 W., S.B.M., a distance of 1260 feet; thence easterly parallel with the south line of said Section 6, a distance of 885 feet to a point on the

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east line of Lot VI of said Section 6, according to the Official Plat thereof approved by the Surveyor General April 29, 1881; thence southerly to the Southwest corner of Lot XV of said Section 6; thence easterly to the Southeast corner of said Lot XV; thence northerly to the Northeast corner of the South 1/2 of said Lot XV; thence easterly to the Northwest corner of the East 1/2 of the Southeast 1/4 of Lot XIV of said Section 6; thence northerly to the Northwest corner of the East 1/2 of the Southeast 1/4 of Lot IV of said Section 6; thence easterly to the Southeast corner of the N 1/2 of Lot 1 of said Section 6; thence northerly to the Northeast corner of said Section 6; thence northerly to the Northwest corner of the South 1/2 of the Southwest 1/4 of Section 32, T.12 N., R.16 W., S.B.M.; thence easterly to the Northeast corner of said South 1/2 of the Southwest 1/4 of Section 32; thence northerly to the center 1/4 corner of said Section 32; thence easterly to the East 1/4 corner of said Section 32; thence easterly to the center 1/4 corner of Section 33, T.12 N., R.16 W., S.B.M.; thence southerly to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 33; thence easterly to the Northeast corner of said Southwest 1/4 of the Southeast 1/4 of Section 33; thence southerly to the Southeast corner of said Southwest 1/4 of the Southeast 1/4 of Section 33; thence easterly to the Southeast corner of said Section 33; thence southerly to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 3, T.11 N., R.16 W., S.B.M.; thence easterly to the Southeast corner of said Northwest 1/4 of the Northwest 1/4 of Section 3; thence northerly to the Northeast

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corner of said Northwest 1/4 of the Northwest 1/4 of Section 3;
thence northerly to the Northwest corner of the Southeast 1/4 of
the Southwest 1/4 of Section 34, T.12 N., R.16 W., S.B.M.; thence
easterly to the Northeast corner of said Southeast 1/4 of the South-
west 1/4 of Section 34; thence northerly to the center 1/4 corner
of said Section 34; thence easterly to the Southwest corner of
the East 1/2 of the Northeast 1/4 of said Section 34; thence
northerly to the Northwest corner of said East 1/2 of the North-
east 1/4 of Section 34; thence easterly to the Northeast corner
of said Section 34; thence northerly to the Northeast corner of
the Southeast 1/4 of the Southeast 1/4 of Section 32, T.32 S.,
R.32 E., M.D.M.; thence westerly to the Northwest corner of said
Southeast 1/4 of the Southeast 1/4 of Section 32; thence northerly
to the Northwest corner of the Northeast 1/4 of the Northeast 1/4
of said Section 32; thence easterly to the Northeast corner of
said Section 32; thence northerly to the Southeast corner of
Section 20, T.32 S., R.32 E., M.D.M., said Southeast corner being
the point of beginning of this description.

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All those portions of T. 32 S., R. 31 E., and T. 32 S., R. 32 E., M.D.M.; and T. 11 N., R. 16 W., T. 11 N., R. 17 W., T. 12 N., R. 16 W., and T. 12 N., R. 17 W., S.B.M., Kern County, California, bounded as follows:

Beginning at the center 1/4 corner of Section 16, T. 32 S., R. 32 E., M.D.M.; thence northerly to the N1/4 corner of said Section 16; thence westerly to the Northwest corner of said Section 16; thence westerly to the S1/4 corner of Section 8, T. 32 S., R. 32 E., M.D.M.; thence northerly to the center 1/4 corner of said Section 8; thence westerly to the W1/4 corner of said Section 8; thence westerly to the W1/4 corner of Section 7, T. 32 S., R. 32 E., M.D.M.; thence southerly to the Southwest corner of said Section 7; thence westerly to the N1/4 corner of Section 13, T. 32 S., R. 31 E., M.D.M.; thence southerly to the center 1/4 corner of said Section 13; thence westerly to the W1/4 corner of said Section 13; thence westerly to the W1/4 corner of Section 14, T. 32 S., R. 31 E., M.D.M.; thence southerly to the Southwest corner of said Section 14; thence westerly to the Northwest corner of Section 22, T. 32 S., R. 31 E., M.D.M.; thence westerly to the N1/4 corner of Section 21, T. 32 S., R. 31 E., M.D.M.; thence southerly to the S1/4 corner of said Section 21; thence easterly to the Southeast corner of said Section 21; thence southerly to the E1/4 corner of Section 28, T. 32 S., R. 31 E., M.D.M.; thence westerly to the center 1/4 corner of said Section 28; thence southerly to the S1/4 corner of said Section 28; thence southerly to the S1/4 corner of Section 33, T. 32 S., R. 31 E., M.D.M.; thence southerly to the Southwest

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corner of Section 25, T. 12 N., R. 17 W., S.B.M.; thence easterly to the S1/4 corner of said Section 25; thence southerly to the center 1/4 corner of Section 36, T. 12 N., R. 17 W., S.B.M.; thence easterly to the E1/4 corner of said Section 36; thence southerly to the Southeast corner of said Section 36; thence westerly to the S1/4 corner of said Section 36; thence southerly to the center 1/4 corner of Section 1, T. 11 N., R. 17 W., S.B.M.; thence easterly to the E1/4 corner of said Section 1; thence southerly to the W1/4 corner of Section 7, T. 11 N., R. 16 W., S.B.M.; thence easterly to the E1/4 corner of said Section 7; thence easterly to the E1/4 corner of Section 8, T. 11 N., R. 16 W., S.B.M.; thence southerly to the Southeast corner of said Section 8; thence easterly to the N1/4 corner of Section 16, T. 11 N., R. 16 W., S.B.M.; thence southerly to the center 1/4 corner of said Section 16; thence easterly to the E1/4 corner of said Section 16; thence southerly to the Southeast corner of said Section 16; thence easterly to the S1/4 corner of Section 15, T. 11 N., R. 16 W., S.B.M.; thence northerly to the center 1/4 corner of said Section 15; thence easterly to the E1/4 corner of said Section 15; thence easterly to the E1/4 corner of Section 14, T. 11 N., R. 16 W., S.B.M.; thence easterly to the E1/4 corner of Section 13, T. 11 N., R. 16 W., S.B.M.; thence northerly to the Northeast corner of said Section 13; thence northerly to the E1/4 corner of Section 12, T. 11 N., R. 16 W., S.B.M.; thence westerly to the center 1/4 corner of said Section 12; thence northerly to the N1/4 corner of said Section 12; thence westerly to the Southeast corner of the W1/2 of the SW1/4 of Section 1, T. 11 N., R. 16 W., S.B.M.; thence northerly to the Southeast corner of the NW1/4 of the NW1/4 of said Section 1;

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thence westerly to the Southwest corner of said NW1/4 of the NW1/4 of Section 1; thence northerly to the Northwest corner of said Section 1; thence westerly to the Southwest corner of the SE1/4 of the SE1/4 of Section 35, T. 12 N., R. 16 W., S.B.M.; thence northerly to the Northwest corner of said SE1/4 of the SE1/4 of Section 35; thence westerly to the Northeast corner of the SW1/4 of the SW1/4 of said Section 35; thence northerly to the Northeast corner of the NW1/4 of the NW1/4 of said Section 35; thence easterly to the S1/4 corner of Section 33, T. 32 S., R. 32 E., M.D.M.; thence northerly to the center 1/4 corner of said Section 33; thence westerly to the Southwest corner of the E1/2 of the NW1/4 of said Section 33; thence northerly to the Northwest corner of said E1/2 of the NW1/4 of Section 33; thence northerly to the Southeast corner of the NW1/4 of the NW1/4 of Section 28, T. 32 S., R. 32 E., M.D.M.; thence westerly to the Southwest corner of said NW1/4 of the NW1/4 of Section 28; thence northerly to the Northwest corner of said Section 28; thence northerly to the Northwest corner of Section 21, T. 32 S., R. 32 E., M.D.M.; thence easterly to the Southeast corner of the W1/2 of the SW1/4 of Section 16, T. 32 S., R. 32 E., M.D.M.; thence northerly to the Northeast corner of said W1/2 of the SW1/4 of Section 16; thence easterly to the center 1/4 corner of said Section 16, said center 1/4 corner being the point of beginning of this description.

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(PROOF OF SERVICE BY MAIL - 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to the within action; my business address is 7624 South Painter Avenue, Whittier, California 90602. On December 29, 1971, I served the within proposed Judgment on the attorneys of record for the various parties herein and to the parties appearing proper in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, at Whittier, California, addressed as follows:

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16 I certify under penalty of perjury that the foregoing is true
17 and correct.

18 EXECUTED ON: December 29, 1971, at Whittier, California.

19 Diana A. Robinson
20 Diana A. Robinson
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